



March 1, 2012

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
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Washington, D.C. 20426

ANR Pipeline Company
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Re: ANR Pipeline Company
Non-Conforming Service Agreements
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 the tariff sections listed in Appendix A to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and the tariff records listed in Appendix A that include nine (9) Rate Schedule ETS (“ETS”), eight (8) Rate Schedule FSS (“FSS”), and two (2) Rate Schedule NNS (“NNS”) service agreements which contain terms that deviate from ANR’s Form of Service Agreement (“FSA”).² Included among the FSS service agreements filed herein are six (6) negotiated rate service agreements. The agreements are being filed pursuant to the March 31, 2011, Settlement Agreement (“Settlement”) and subsequent August 4, 2011, Commission Order approving the uncontested Settlement issued in Docket No. RP10-517-000,³ as further described below, to become effective April 1, 2012.

¹ 18 C.F.R. Part 154 (2011).

² Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42 states that “[N]on-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the tariff records included herein as whole documents, in PDF format.

³ Wisconsin Electric Power Company, *et al.* v. ANR Pipeline Company, 136 FERC ¶ 61,080 (2011).

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:

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* Joan F. Collins Manager, Tariffs and Compliance ANR Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5651 Fax (832) 320-6651 E-mail: joan_collins@transcanada.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

ANR is filing 19 agreements containing terms that deviate from ANR's FSA (collectively "Agreements"), in addition to two (2) tariff sections reflecting the Agreements, in accordance with the terms of the Settlement. Additionally, one (1) of the agreements filed herein is a new negotiated rate service agreement.

Background

On March 31, 2011, in Docket No. RP10-517-000, ANR and the Complainants⁴ filed the Settlement, which resolved long-standing operational issues concerning ANR's need for gas receipts at ANR's interconnection with Viking Gas Transmission Company near Marshfield, Wisconsin. As a result of the unbundling required by Order No. 636, ANR needed to ensure gas receipts at its Marshfield receipt point in order to meet the firm requirements of shippers in western Wisconsin ("Marshfield Shippers"). The Settlement eliminated the need for the

⁴ The Complainants in Docket No. RP10-517-000 were Wisconsin Electric Power Company ("Wisconsin Electric"), Wisconsin Gas LLC ("Wisconsin Gas"), and Wisconsin Public Service Corporation.

Marshfield Shippers to maintain 101,135 Dth per day of primary receipt capacity at that point and allowed them to move their primary receipt points pursuant to the Commission's open access flexible receipt and delivery point policies.

As ANR explained in its Offer of Settlement and Explanatory Statement, critical to the Settlement was an agreement by the Marshfield Shippers to extend certain contracts, with agreed-to terms and conditions. The Settlement specified that the parties would enter into new contracts and would amend certain existing Marshfield Contracts⁵ and Non-Marshfield Contracts.⁶ The Settlement specified the terms and conditions that would be included in these contracts, including conditions precedent relating to construction of facilities, contract reduction rights, pressure commitments and rights of first refusal ("ROFR"). As stated above, the Commission approved the Settlement on August 4, 2011.

On September 30, 2011, in Docket No. RP11-2652-001, ANR filed six (6) service agreements contemplated by the Settlement that contained non-conforming provisions similar to those discussed herein. On October 27, 2011, the Commission accepted the service agreements to be effective November 1, 2011, as requested.⁷

Non-Conforming Agreements

ANR is filing 19 Agreements contemplated by the Settlement that contain provisions that deviate from ANR's FSA, and two (2) tariff sections which reflect the addition of the Agreements to ANR's Tariff, all with a proposed effective date of April 1, 2012. Eighteen (18) of the Agreements submitted herein, including eleven (11) contracts between ANR and Wisconsin Gas [Rate Schedules ETS (5), FSS (5), and NNS (1)], and seven (7) contracts between ANR and Wisconsin Electric [Rate Schedules ETS (4), FSS (2), and NNS (1)], represent Non-Marshfield Contracts listed in Attachment B of the Settlement, as more fully

⁵ The Marshfield Contracts were listed in Attachment A included in the Settlement and comprise the transportation service capacity affected by the 2004 Marshfield Settlement. ANR Pipeline Company, Docket No. RP05-69-000 (December 13, 2004) (unpublished Director's letter order).

⁶ The Non-Marshfield Contracts were listed in Attachment B included in the Settlement.

⁷ ANR Pipeline Company, Docket No. RP11-2652-001 (October 27, 2011) (unpublished Director's letter order).

described in Appendix A, attached hereto.⁸ The one (1) remaining contract filed herein, Wisconsin Electric FSS Contract No. 109227, is provided for in paragraph 33 of the Settlement. Other agreements contemplated by the Settlement will be timely filed with the Commission for approval according to their respective effective dates.

The above-referenced Agreements have been redlined to show the non-conforming provisions and are included herein at Appendix C. These provisions include: (1) term extensions, terminations, or delivery point changes dependent upon the timing of the in-service date of the Marshfield Reduction Project (“MRP”) Facilities, for which approval has been sought in Docket No. CP11-539-000; (2) contractual ROFR; (3) reduction options; (4) the right to maintain a discounted rate upon specified changes in delivery points; and (5) rights to enhanced and improved services offered by ANR generally. Some of these provisions, such as items (1) through (3) above, are related directly to the Settlement, described in the Settlement, and/or have already been approved as part of the Settlement.⁹

Other provisions, including items (4) and (5) above, were included in the Agreements prior to the instant amendments, and other redlined provisions simply implement rights provided for in ANR’s Tariff. Although some of the provisions in the Further Agreement section contained in the Agreements are not in ANR’s current *pro forma* FSA, they are provided for and consistent with ANR’s tariff, and in conformance with Commission policy. These provisions include a description of the discounted rate for the primary route, specified rates for service to other points, rights to change primary points in accordance with the Tariff, a

⁸ Nine (9) of these Non-Marshfield Contracts, Wisconsin Gas Contract Nos. 107877, 107879, 107995, 109210, 109211, and 109218, and Wisconsin Electric Contract Nos. 107899, 107997, and 109222, are service agreements that were negotiated rate arrangements previously approved by the Commission, but which have been amended to reflect discounted rates in accordance with the Settlement. Two (2) of these agreements, Wisconsin Gas Contract No. 107995 and Wisconsin Electric Contract No. 107997 are currently housed in ANR’s tariff Section 8 (Negotiated Rate Agreements), but are being revised and moved as part of the instant filing to tariff Section 10 (Non-Conforming Agreements). This revision is reflected in the proposed Table of Contents included in Appendix A. Additionally, Contract Nos. 118552, 118787, 118789, 118793 and 118794 were listed as New Contract Nos. #5, #1,#2, #4 and #3, respectively, in Attachment B of the Settlement.

⁹ The Agreements include term extensions and terminations consistent with paragraphs 16, 29, and 30, and a contractual ROFR consistent with paragraph 37, of the Settlement. Additionally, consistent with paragraph 33 of the Settlement, Wisconsin Electric Contract Nos. 109227, 118787, and 118789, and Wisconsin Gas Contract Nos. 118552, 118793, and 118794, include reduction rights related to reductions in peak day service requirements in Shipper’s Gas Supply Plan as filed with the Public Service Commission of Wisconsin.

right to maintain the specified rate in the event of specified changes in delivery points, ROFR, and contract reduction rights for loss of load, regulatory unbundling, and other reduction options.¹⁰ These types of provisions, such as contractual ROFRs and service enhancement rights, have been previously approved by the Commission.¹¹

ANR submits that all of the provisions in the filed Agreements that are not contained in ANR's *pro forma* FSA either conform to ANR's Tariff, are not material, or are acceptable material deviations. Commission approval of these Agreements, including the non-conforming provisions and negotiated rates, is a required element of an approved Settlement that resolves long-standing and contentious issues on the ANR system. Consequently, ANR respectfully requests the Commission to accept these Agreements, and any non-conforming provisions and negotiated rates contained therein, without condition or modification. ANR requests an effective date of April 1, 2012, for the 19 Agreements and two (2) tariff sections filed herein. The remaining agreements referenced in the Settlement will be timely filed with the Commission for approval according to their respective effective dates.

Non-Conforming Agreements with Negotiated Rates¹²

Six (6) of the service agreements included herewith in Appendix A contain negotiated rates.¹³ In accordance with Section 6.27, paragraph 2, of its Tariff, ANR is submitting for filing one (1) new contract, Wisconsin Gas FSS Contract No. 118552, as an agreement containing negotiated rates.¹⁴ ANR advises that no undisclosed agreements, etc., are linked

¹⁰ These tariff provisions are located in Sections 6.2.4-GT&C, Amendments to Change or Elevate Points; 6.4-GT&C, Receipt and Delivery Point Options; 6.22.2-GT&C, (ROFR) Eligibility; 6.29-GT&C, Discounted Rates; 6.32.1-GT&C, Loss of Load; 6.32.3-GT&C, Regulatory Unbundling Order, and 6.32.5-GT&C, Other Reduction Options, of ANR's Tariff.

¹¹ See ANR Pipeline Company, 97 FERC ¶ 61,252 (2001) approving contractual ROFRs and the service enhancement provision.

¹² On May 28, 1999, in Docket No. RP99-301-000, the Commission approved, subject to conditions, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers. ANR Pipeline Company, 87 FERC ¶ 61,241 (1999).

¹³ Consistent with paragraph 32, part a), of the Settlement.

¹⁴ ANR is reporting Contract No. 118552 in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. Contract No. 118552 provides all of the information required by Section 6.27 of ANR's Tariff, including: 1) the exact legal name of the Shipper; 2) the negotiated rate; 3) the applicable rate schedule; 4) receipt and delivery points; and 5) the contract quantities.

to Contract No. 118552, which is included herein in Appendix A, as more fully described below:

- ANR is filing Wisconsin Gas Contract No. 118552 as an FSS negotiated rate agreement because the parties have agreed that the rate components for storage service shall include a Fixed Deliverability rate of \$2.4500 per Dth per month for MDWQ, a Fixed Capacity rate of \$0.4000 per Dth per month of MSQ divided by twelve, and a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers.

The other five (5) negotiated rate agreements, Wisconsin Electric FSS Contract Nos. 109225, 109226, and 109227,¹⁵ and Wisconsin Gas FSS Contract Nos. 107880, and 107881,¹⁶ were previously filed and accepted by the Commission. These agreements are being amended as part of the Settlement, but do not reflect any changes to the negotiated rates previously approved by the Commission.

Instant Filing

To conform with Order No. 714,¹⁷ and pursuant to Sections 154.112(b) and 154.201 of the Commission's regulations, ANR is including the Agreements individually, and in their entirety, in Appendix A as tariff records 9.2 through 9.7 (Non-Conforming Agreements with Negotiated Rates) and 10.7 through 10.19 (Non-Conforming Agreements). Each tariff record includes the original agreement and any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Agreements is provided in Appendix C. Additionally, a revised Section 1-Table of Contents and revised Section 6.28-GT&C, Non-conforming Agreements, are submitted herein at Appendix A to reflect the housing of the Agreements in ANR's Tariff.

¹⁵ ANR Pipeline Company, Docket No. RP99-301-054 (September 5, 2002) (unpublished Director's letter order).

¹⁶ ANR Pipeline Company, Docket No. RP99-301-078 (July 14, 2003) (unpublished Director's letter order).

¹⁷ Order No. 714 at P 13 (2008). Order No. 714 states that "Existing agreements need to be filed electronically only when they are revised."

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the tariff sections and Agreements included in Appendix A to become effective April 1, 2012. ANR respectfully requests the Commission grant all waivers necessary to accept this filing and approve the tariff sections and Agreements to become effective April 1, 2012.

Other Filings Which May Affect This Proceeding

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

Contents of Filing

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

1. This transmittal letter;
2. Clean tariff sections and Agreements (Appendix A);
3. Marked tariff sections (Appendix B); and
4. Marked versions of the Agreements (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 Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.11.0.0
6.28 – GT&C, Non-conforming Agreements	v.2.0.0

Tariff Records

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
Section 8 - Negotiated Rate Agreements				
8.11	Reserved For Future Use	n/a	n/a	v.1.0.0
8.12	Reserved For Future Use	n/a	n/a	v.1.0.0
Section 9 - Non-Conforming Agreements with Negotiated Rates				
9.2	Wisconsin Gas LLC	FSS	#107880	v.0.0.0
9.3	Wisconsin Gas LLC	FSS	#107881	v.0.0.0
9.4	Wisconsin Electric Power Company	FSS	#109225	v.0.0.0
9.5	Wisconsin Electric Power Company	FSS	#109226	v.0.0.0
9.6	Wisconsin Electric Power Company	FSS	#109227	v.0.0.0
9.7	Wisconsin Gas LLC	FSS	#118552	v.0.0.0
Section 10 - Non-Conforming Agreements				
10.7	Wisconsin Gas LLC	ETS	#107877	v.0.0.0
10.8	Wisconsin Gas LLC	ETS	#107879	v.0.0.0
10.9	Wisconsin Electric Power Company	ETS	#107899	v.0.0.0
10.10	Wisconsin Gas LLC	NNS	#107995	v.0.0.0
10.11	Wisconsin Electric Power Company	NNS	#107997	v.0.0.0
10.12	Wisconsin Gas LLC	FSS	#109210	v.0.0.0
10.13	Wisconsin Gas LLC	FSS	#109211	v.0.0.0
10.14	Wisconsin Gas LLC	ETS	#109218	v.0.0.0
10.15	Wisconsin Electric Power Company	ETS	#109222	v.0.0.0
10.16	Wisconsin Electric Power Company	ETS	#118787	v.0.0.0
10.17	Wisconsin Electric Power Company	ETS	#118789	v.0.0.0
10.18	Wisconsin Gas LLC	ETS	#118793	v.0.0.0
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6.28 NON-CONFORMING AGREEMENTS

1. Midland Cogeneration Venture Limited Partnership FTS-1 Agreements, dated August 30, 2001.

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2. Madison Gas and Electric Company,

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3. Michigan Consolidated Gas Company, ETS Agreements, dated November 1, 2003.

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4. Dynegey Marketing and Trade, FTS-3 Agreement, dated April 1, 2003.

Contract No. 108993

5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.

6. BP Exploration and Production Inc., Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.

7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.

8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.

9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Constellation NE WI, FTS-1 Agreement, dated November 1, 2004.

Contract No. 109836
13. Noble Energy, Inc., Boris Lease Dedication Agreement, dated March 1, 2004.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713
15. Constellation Newenergy - Gas Division WI, FTS-1 Agreements dated November 1, 2004.

Contract Nos. 110990, 111009
16. Conoco Phillips Company, K2 Lease Dedication Agreement, dated April 15, 2005.
17. ENI Petroleum Exploration Co. Inc., K2 Lease Dedication Agreement, dated April 19, 2005.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. Constellation Newenergy - Gas Division, WI, FTS-1 Agreement, dated June 28, 2005.

Contract No. 111780
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.

Contract Nos. 112546, 112547

22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109212

23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109223

24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.

Contract No. 109854

25. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.

Contract No. 112883

26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.

Contract No. 112891

27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.

Contract No. 118840

28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.

Contract Nos. 107877, 107879

29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.

Contract Nos. 107880, 107881

30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.

Contract No. 107899

31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.

Contract No. 107995

32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.

Contract No. 107997

33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.

Contract Nos. 109210, 109211

34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.

Contract No. 109218

35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.

Contract No. 109222

36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.

Contract Nos. 109225, 109226, 109227

37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.

Contract No. 118552

38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.

Contract Nos. 118787, 118789

39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.

Contract Nos. 118793, 118794

Reserved For Future Use

Reserved For Future Use

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#107880)

Agreement Effective Date: April 1, 2003
Amendment No. 17 Effective Date: April 1, 2012

Date: June 26, 2002

Contract No.: 107880

EXHIBIT B13 TO THE PRECEDENT AGREEMENT

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS COMPANY (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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)

Not Applicable

2. **RATE SCHEDULE: Firm Storage Service (FSS)**
3. **CONTRACT QUANTITIES:**

Contract Quantity- 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: June 26, 2002

Contract No.: 107880

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2010

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, for the quantities as listed in the attached Contract Quantity Exhibit during the primary term hereof, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.8220 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI

Date: June 26, 2002

Contract No.: 107880

surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Deliverability and Capacity Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

Date: June 26, 2002

Contract No.: 107880

SHIPPER:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might

Date: June 26, 2002

Contract No.: 107880

otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

Date: June 26, 2002

Contract No.: 107880

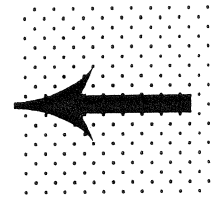
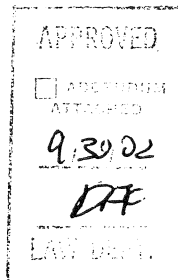
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN GAS COMPANY

By: CL Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02



HERE

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Toland

Title: Agent and Attorney-in-Fact

Date: 10/11/02

gmd

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2009
Effective End: March 31, 2010

Annual Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	759,644
Base Maximum Daily Withdrawal Quantity (BMDWQ)	15,193
Base Maximum Daily Injection Quantity (BMDIQ)	4,341
Cyclability	1,078,694

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
151,930	- 759,644	W1 MDWQ_1	15,193
113,948	- 151,929	W2 MDWQ_2	13,674
75,965	- 113,947	W3 MDWQ_3	12,154
37,983	- 75,964	W4 MDWQ_4	10,635
0	- 37,982	W5 MDWQ_5	9,116
0	- 683,680	I1 MDIQ_1	4,341
683,681	- 759,644	I2 MDIQ_2	3,473

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2008
Effective End: March 31, 2009

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1,899,110
Base Maximum Daily Withdrawal Quantity (BMDWQ)	37,982
Base Maximum Daily Injection Quantity (BMDIQ)	10,852
Cyclability	2,696,736

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
379,823	- 1,899,110	W1 MDWQ_1	37,982
284,868	- 379,822	W2 MDWQ_2	34,184
189,912	- 284,867	W3 MDWQ_3	30,386
94,957	- 189,911	W4 MDWQ_4	26,587
0	- 94,956	W5 MDWQ_5	22,789
0	- 1,709,199	I1 MDIQ_1	10,852
1,709,200	- 1,899,110	I2 MDIQ_2	8,682

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2007
Effective End: March 31, 2008

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3,038,575
Base Maximum Daily Withdrawal Quantity (BMDWQ)	60,772
Base Maximum Daily Injection Quantity (BMDIQ)	17,363
Cyclability	4,314,777

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
607,716	- 3,038,575	W1	MDWQ_1	60,772
455,787	- 607,715	W2	MDWQ_2	54,695
303,859	- 455,786	W3	MDWQ_3	48,618
151,930	- 303,858	W4	MDWQ_4	42,540
0	- 151,929	W5	MDWQ_5	36,463
0	- 2,734,718	I1	MDIQ_1	17,363
2,734,719	- 3,038,575	I2	MDIQ_2	13,890

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2006
Effective End: March 31, 2007

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	4,178,041
Base Maximum Daily Withdrawal Quantity (BMDWQ)	83,561
Base Maximum Daily Injection Quantity (BMDIQ)	23,875
Cyclability	5,932,818

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>	
835,609	- 4,178,041	W1	MDWQ_1	83,561
626,707	- 835,608	W2	MDWQ_2	75,205
417,805	- 626,706	W3	MDWQ_3	66,849
208,903	- 417,804	W4	MDWQ_4	58,493
0	- 208,902	W5	MDWQ_5	50,137
0	- 3,760,237	I1	MDIQ_1	23,875
3,760,238	- 4,178,041	I2	MDIQ_2	19,100

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2005
Effective End: March 31, 2006

Annual Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	5,317,507
Base Maximum Daily Withdrawal Quantity (BMDWQ)	106,350
Base Maximum Daily Injection Quantity (BMDIQ)	30,386
Cyclability	7,550,860

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1,063,502	- 5,317,507	W1	MDWQ_1 106,350
797,627	- 1,063,501	W2	MDWQ_2 95,715
531,752	- 797,626	W3	MDWQ_3 85,080
265,876	- 531,751	W4	MDWQ_4 74,445
0	- 265,875	W5	MDWQ_5 63,810
0	- 4,785,756	I1	MDIQ_1 30,386
4,785,757	- 5,317,507	I2	MDIQ_2 24,309

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2004
Effective End: March 31, 2005

Annual Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	6,456,972
Base Maximum Daily Withdrawal Quantity (BMDWQ)	129,140
Base Maximum Daily Injection Quantity (BMDIQ)	36,897
Cyclability	9,168,900

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1,291,395	- 6,456,972	W1 MDWQ_1	129,140
968,547	- 1,291,394	W2 MDWQ_2	116,226
645,698	- 968,546	W3 MDWQ_3	103,312
322,850	- 645,697	W4 MDWQ_4	90,398
0	- 322,849	W5 MDWQ_5	77,484
0	- 5,811,275	I1 MDIQ_1	36,897
5,811,276	- 6,456,972	I2 MDIQ_2	29,518

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2003
Effective End: March 31, 2004

Annual Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	7,596,438
Base Maximum Daily Withdrawal Quantity (BMDWQ)	151,929
Base Maximum Daily Injection Quantity (BMDIQ)	43,408
Cyclability	10,786,942

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
1,519,289	- 7,596,438	W1 MDWQ_1	151,929
1,139,467	- 1,519,288	W2 MDWQ_2	136,736
759,645	- 1,139,466	W3 MDWQ_3	121,543
379,823	- 759,644	W4 MDWQ_4	106,350
0	- 379,822	W5 MDWQ_5	91,157
0	- 6,836,794	I1 MDIQ_1	43,408
6,836,795	- 7,596,438	I2 MDIQ_2	34,726

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107880 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107880
Amendment No: 17

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

Contract No: 107880
Amendment No: 17

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
 - D. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

Contract No: 107880
Amendment No: 17

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

WISCONSIN GAS LLC
"Shipper"

By: Allen L. Guedert
Title: Executive Vice President
Date: Sep 16, 2011

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E. Pollard
Title: Director, - Commercial Services
Date: 9/12/11

AB 9-20-11
ll 9-22-11

Legal
9/12/11
Date

AB
9/12/11

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

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Effective Start: April 01, 2012
Effective End: March 31, 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	2523500
Base Maximum Daily Withdrawal Quantity (BMDWQ)	50470
Base Maximum Daily Injection Quantity (BMDIQ)	14420
Cyclability	3583370

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
504701	- 2523500	W1	MDWQ_1 50470
378526	- 504700	W2	MDWQ_2 45423
252351	- 378525	W3	MDWQ_3 40376
126176	- 252350	W4	MDWQ_4 35329
0	- 126175	W5	MDWQ_5 30282
0	- 2271150	I1	MDIQ_1 14420
2271151	- 2523500	I2	MDIQ_2 11536

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#107881)

Agreement Effective Date: April 1, 2003
Amendment No. 18 Effective Date: April 1, 2012

Date: June 26, 2002

Contract No.: 107881

EXHIBIT B14 TO THE PRECEDENT AGREEMENT

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS COMPANY (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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)

Not Applicable

2. **RATE SCHEDULE: Firm Storage Service (FSS)**
3. **CONTRACT QUANTITIES:**

Contract Quantity- 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: June 26, 2002

Contract No.: 107881

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2010

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, for the quantities as listed in the attached Contract Quantity Exhibit during the primary term hereof, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.7401 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. This rate shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that

Date: June 26, 2002

Contract No.: 107881

Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Deliverability and Capacity Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

Date: June 26, 2002

Contract No.: 107881

SHIPPER:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to

Date: June 26, 2002

Contract No.: 107881

Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

Date: June 26, 2002

Contract No.: 107881

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

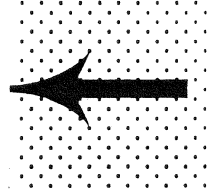
SHIPPER: WISCONSIN GAS COMPANY

By: Ch Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02

9.30.02
DJK



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TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 10/11/02

smel

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2009
Effective End: March 31, 2010

Seasonal Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	232,058
Base Maximum Daily Withdrawal Quantity (BMDWQ)	4,641
Base Maximum Daily Injection Quantity (BMDIQ)	1,326
Cyclability	232,058

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
46,413	- 232,058	W1 MDWQ_1	4,641
34,810	- 46,412	W2 MDWQ_2	4,177
23,207	- 34,809	W3 MDWQ_3	3,713
11,604	- 23,206	W4 MDWQ_4	3,249
0	- 11,603	W5 MDWQ_5	2,785
0	- 208,852	I1 MDIQ_1	1,326
208,853	- 232,058	I2 MDIQ_2	1,061

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2008
Effective End: March 31, 2009

Seasonal Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	580,146
Base Maximum Daily Withdrawal Quantity (BMDWQ)	11,603
Base Maximum Daily Injection Quantity (BMDIQ)	3,315
Cyclability	580,146

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>	
116,030	- 580,146	W1	MDWQ_1	11,603
87,023	- 116,029	W2	MDWQ_2	10,443
58,016	- 87,022	W3	MDWQ_3	9,282
29,008	- 58,015	W4	MDWQ_4	8,122
0	- 29,007	W5	MDWQ_5	6,962
0	- 522,131	I1	MDIQ_1	3,315
522,132	- 580,146	I2	MDIQ_2	2,652

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2007
Effective End: March 31, 2008

Seasonal Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	928,233
Base Maximum Daily Withdrawal Quantity (BMDWQ)	18,565
Base Maximum Daily Injection Quantity (BMDIQ)	5,304
Cyclability	928,233

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
185,648	- 928,233	W1 MDWQ_1	18,565
139,236	- 185,647	W2 MDWQ_2	16,709
92,824	- 139,235	W3 MDWQ_3	14,852
46,413	- 92,823	W4 MDWQ_4	12,996
0	- 46,412	W5 MDWQ_5	11,139
0	- 835,410	I1 MDIQ_1	5,304
835,411	- 928,233	I2 MDIQ_2	4,243

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2006
Effective End: March 31, 2007

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1,276,321
Base Maximum Daily Withdrawal Quantity (BMDWQ)	25,527
Base Maximum Daily Injection Quantity (BMDIQ)	7,293
Cyclability	1,276,321

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
255,265	- 1,276,321	W1	MDWQ_1 25,527
191,449	- 255,264	W2	MDWQ_2 22,974
127,633	- 191,448	W3	MDWQ_3 20,422
63,817	- 127,632	W4	MDWQ_4 17,869
0	- 63,816	W5	MDWQ_5 15,316
0	- 1,148,689	I1	MDIQ_1 7,293
1,148,690	- 1,276,321	I2	MDIQ_2 5,834

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2005
Effective End: March 31, 2006

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1,624,408
Base Maximum Daily Withdrawal Quantity (BMDWQ)	32,488
Base Maximum Daily Injection Quantity (BMDIQ)	9,282
Cyclability	1,624,408

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
324,883	- 1,624,408	W1	MDWQ_1 32,488
243,662	- 324,882	W2	MDWQ_2 29,239
162,442	- 243,661	W3	MDWQ_3 25,990
81,221	- 162,441	W4	MDWQ_4 22,742
0	- 81,220	W5	MDWQ_5 19,493
0	- 1,461,967	I1	MDIQ_1 9,282
1,461,968	- 1,624,408	I2	MDIQ_2 7,426

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS COMPANY (Shipper)

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date:

Effective Start: April 01, 2004
Effective End: March 31, 2005

Seasonal Service
Ratcheted Service

	MDQ
	(Dth)
	(Dth)
Maximum Storage Quantity (MSQ)	1,972,496
Base Maximum Daily Withdrawal Quantity (BMDWQ)	39,450
Base Maximum Daily Injection Quantity (BMDIQ)	11,271
Cyclability	1,972,496

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
394,500	- 1,972,496	W1 MDWQ_1	39,450
295,875	- 394,499	W2 MDWQ_2	35,505
197,251	- 295,874	W3 MDWQ_3	31,560
98,626	- 197,250	W4 MDWQ_4	27,615
0	- 98,625	W5 MDWQ_5	23,670
0	- 1,775,246	I1 MDIQ_1	11,271
1,775,247	- 1,972,496	I2 MDIQ_2	9,017

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107881 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.0400 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Contract No: 107881
Amendment No: 18

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

WISCONSIN GAS LLC
"Shipper"

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 9/16/11

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/22/11

AS 9-20-11
ll 9-21-11

Legal
DRH
Date
9/12/11

DRH
9/12/11

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

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Effective Start: April 01, 2012
Effective End: March 31, 2020

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	613680
Base Maximum Daily Withdrawal Quantity (BMDWQ)	30684
Base Maximum Daily Injection Quantity (BMDIQ)	3506
Cyclability	613680

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
122737	- 613680	W1	MDWQ_1 30684
92053	- 122736	W2	MDWQ_2 27616
61369	- 92052	W3	MDWQ_3 24547
30685	- 61368	W4	MDWQ_4 21479
0	- 30684	W5	MDWQ_5 18410
0	- 552312	I1	MDIQ_1 3506
552313	- 613680	I2	MDIQ_2 2805

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#109225)

Agreement Effective Date: June 16, 2003
Amendment No. 13 Effective Date: April 1, 2012

Date: April 21, 2003

Contract No.: 109225

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: April 21, 2003

Contract No.: 109225

4. TERM OF AGREEMENT:

June 16, 2003 to

March 31, 2006

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: April 21, 2003

Contract No.: 109225

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS

Telephone: 414-221-5349
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109225

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. The fixed rate for storage service June 16, 2003 to March 31, 2004 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.4960 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. The fixed rate for storage service April 1, 2004 to March 31, 2006 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.3480 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff
- C. The rates in paragraphs A and B include the Reservation costs of service provided under Shipper's FTS-1 contract 109223.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- E. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

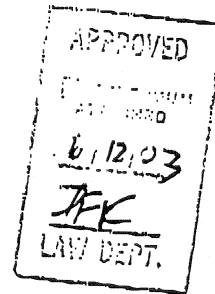
Date: April 21, 2003

Contract No.: 109225

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Peter Newman*
 Title: Peter Newman
General Manager-Gas Planning
 Date: 6-12-2003



TRANSPORTER: ANR PIPELINE COMPANY

By: *D.P. Smith* *W*
 Title: *V.P. Commercial Operations*
~~Agent and Attorney in Fact~~
 Date: 6/16/03

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109225
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date:

Effective Start: June 16, 2003
 Effective End: March 31, 2006

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1518525
Base Maximum Daily Withdrawal Quantity (BMDWQ)	20247
Base Maximum Daily Injection Quantity (BMDIQ)	8677
Cyclability	2156306

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
303706	- 1518525	W1	MDWQ_1 20247
227780	- 303705	W2	MDWQ_2 18222
151854	- 227779	W3	MDWQ_3 16198
75927	- 151853	W4	MDWQ_4 14173
0	- 75926	W5	MDWQ_5 12148
0	- 1366673	I1	MDIQ_1 8677
1366674	- 1518525	I2	MDIQ_2 6942

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 109225
Amendment No: 13

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109225 dated April 21, 2003 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109225
Amendment No: 13

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. Michigan Street - PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: *Scott C. Moschea*
 Scott C. Moschea
Title: Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

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

Legal
09/12/11
Date
JEP 9/12/11

AB 9-20-11
cc 9-21-11

MJB
9/12/11

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109225
Rate Schedule: FSS
Contract Date: April 21, 2003
Amendment Date: July 22, 2011

Effective Start: April 01, 2012
Effective End: March 31, 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1512375
Base Maximum Daily Withdrawal Quantity (BMDWQ)	20165
Base Maximum Daily Injection Quantity (BMDIQ)	8641
Cyclability	2147573

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
302476	- 1512375	W1	MDWQ_1 20165
226857	- 302475	W2	MDWQ_2 18149
151239	- 226856	W3	MDWQ_3 16132
75620	- 151238	W4	MDWQ_4 14116
0	- 75619	W5	MDWQ_5 12099
0	- 1361138	I1	MDIQ_1 8641
1361139	- 1512375	I2	MDIQ_2 6913

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#109226)

Agreement Effective Date: June 16, 2003
Amendment No. 14 Effective Date: April 1, 2012

Date: April 21, 2003

Contract No.: 109226

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: April 21, 2003

Contract No.: 109226

4. TERM OF AGREEMENT:

June 16, 2003 to

March 31, 2006

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: April 21, 2003

Contract No.: 109226

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS

Telephone: 414-221-5349
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109226

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. The fixed rate for storage service June 16, 2003 to March 31, 2004 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.4920 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. The fixed rate for storage service April 1, 2004 to March 31, 2006 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.3120 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff
- C. The rates in paragraphs A and B include the Reservation costs of service provided under Shipper's FTS-1 contract 109223.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- E. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

Date: April 21, 2003

Contract No.: 109226

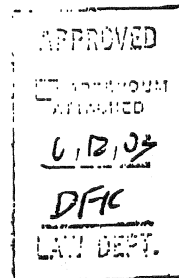
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: Peter Newman

Title: Peter Newman
General Manager-Gas Planning

Date: 6-12-2003



TRANSPORTER: ANR PIPELINE COMPANY

By: V.P. Smith *W*

Title: V.P. Commercial Operations
Agent and Attorney-in-Fact

Date: 6/16/03

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109226
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date:

Effective Start: June 16, 2003
 Effective End: March 31, 2006

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1442600
Base Maximum Daily Withdrawal Quantity (BMDWQ)	28852
Base Maximum Daily Injection Quantity (BMDIQ)	8243
Cyclability	1442600

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
288521	-	1442600	W1 MDWQ_1 28852
216391	-	288520	W2 MDWQ_2 25967
144261	-	216390	W3 MDWQ_3 23082
72131	-	144260	W4 MDWQ_4 20196
0	-	72130	W5 MDWQ_5 17311
0	-	1298340	I1 MDIQ_1 8243
1298341	-	1442600	I2 MDIQ_2 6594

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109226 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. Michigan Street - PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.0400 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: *Scott C. Moschea*
 Scott C. Moschea
Title: Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY

"Transporter"

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

Legal
09/23
9/23
Date

AD 9-20-11
cc 9-21-11

JEP
9/22/11

3
DTB
9/22/11

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109226
Rate Schedule: FSS
Contract Date: April 21, 2003
Amendment Date: July 22, 2011

Effective Start: April 01, 2012
Effective End: March 31, 2020

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	574720
Base Maximum Daily Withdrawal Quantity (BMDWQ)	28736
Base Maximum Daily Injection Quantity (BMDIQ)	3284
Cyclability	574720

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>	<u>To</u>		<u>Levels</u>	<u>MDWQ/MDIQ</u>	
114945	-	574720	W1	MDWQ_1	28736
86209	-	114944	W2	MDWQ_2	25862
57473	-	86208	W3	MDWQ_3	22989
28737	-	57472	W4	MDWQ_4	20115
0	-	28736	W5	MDWQ_5	17242
0	-	517248	I1	MDIQ_1	3284
517249	-	574720	I2	MDIQ_2	2627

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#109227)

Agreement Effective Date: June 16, 2003
Amendment No. 13 Effective Date: April 1, 2012

Date: April 21, 2003

Contract No.: 109227

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: April 21, 2003

Contract No.: 109227

4. TERM OF AGREEMENT:

June 16, 2003 to

March 31, 2006

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: April 21, 2003

Contract No.: 109227

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS

Telephone: 414-221-5349
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109227

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. The fixed rate for storage service June 16, 2003 to March 31, 2004 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.4920 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. The fixed rate for storage service April 1, 2004 to March 31, 2006 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.3120 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff
- C. The rates in paragraphs A and B include the Reservation costs of service provided under Shipper's FTS-1 contract 109223.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- E. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

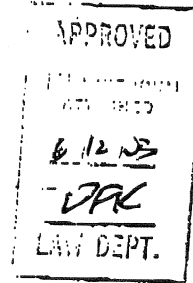
Date: April 21, 2003

Contract No.: 109227

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Peter Newman*
 Title: Peter Newman
General Manager-Gas Planning
 Date: 6-12-2003



TRANSPORTER: ANR PIPELINE COMPANY

By: *V.P. Smith*
 Title: *V.P. Commercial Operations*
~~Agent and Attorney in Fact~~
 Date: 6/16/03

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109227
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date:

Effective Start: June 16, 2003
 Effective End: March 31, 2006

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	860500
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17210
Base Maximum Daily Injection Quantity (BMDIQ)	4917
Cyclability	1221910

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	<u>MDWQ/MDIQ</u>
172101	- 860500	W1	MDWQ_1 17210
129076	- 172100	W2	MDWQ_2 15489
86051	- 129075	W3	MDWQ_3 13768
43026	- 86050	W4	MDWQ_4 12047
0	- 43025	W5	MDWQ_5 10326
0	- 774450	I1	MDIQ_1 4917
774451	- 860500	I2	MDIQ_2 3934

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 109227
Amendment No: 13

AMENDMENT

Date: July 19, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109227 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 01, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET – A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN STREET – PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
- B. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.
 - b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
 - 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.

Contract No: 109227
Amendment No: 13

- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

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

Legal
09/21/11
Date

AB 9-20-11
CL 9-21-11

JEP
9/12/11

DJB 8/30/11

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109227
Rate Schedule: FSS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Effective Start: April 01, 2012
Effective End: March 31, 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	857050
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17141
Base Maximum Daily Injection Quantity (BMDIQ)	4898
Cyclability	1217011

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
171411	- 857050	W1 MDWQ_1	17141
128559	- 171410	W2 MDWQ_2	15427
85706	- 128558	W3 MDWQ_3	13713
42854	- 85705	W4 MDWQ_4	11999
0	- 42853	W5 MDWQ_5	10285
0	- 771345	I1 MDIQ_1	4898
771346	- 857050	I2 MDIQ_2	3918

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#118552)

Agreement Effective Date: April 1, 2012

Date: July 22, 2011

Contract No.: 118552

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS 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:**
(284B = Section 311; 284G = Blanket)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantities- 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.

Date: July 22, 2011

Contract No.: 118552

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

Date: July 22, 2011

Contract No.: 118552

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 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 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 GEMS_{tm}. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

Date: July 22, 2011

Contract No.: 118552

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

8. FURTHER AGREEMENT:

- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

Date: July 22, 2011

Contract No.: 118552

B. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:

- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.
 - b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
- 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
- 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.

Date: July 22, 2011

Contract No.: 118552

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

SHIPPER: WISCONSIN GAS LLC

By: *Wade Attenuer*

Title: VP Whole sale Energy and Fuels

Date: 8-16-11

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E Pollard*

Title: Agent and Attorney-in-Fact

Date: 9/22/11

Legal
~~DE 11~~
~~8/25/11~~
Date

DAB 8/30/11

AD 9-20-11
ce 9-22-11

JEP
9/12/11

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

Contract No: 118552
Rate Schedule: FSS
Contract Date: July 22, 2011
Amendment Date:

Effective Start: April 01, 2012
Effective End: March 31, 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1663650
Base Maximum Daily Withdrawal Quantity (BMDWQ)	33273
Base Maximum Daily Injection Quantity (BMDIQ)	9507
Cyclability	2362383

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
332731	- 1663650	W1	MDWQ_1 33273
249549	- 332730	W2	MDWQ_2 29946
166366	- 249548	W3	MDWQ_3 26618
83184	- 166365	W4	MDWQ_4 23291
0	- 83183	W5	MDWQ_5 19964
0	- 1497285	I1	MDIQ_1 9507
1497286	- 1663650	I2	MDIQ_2 7606

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#107877)

Agreement Effective Date: November 1, 2003
Amendment No. 06 Effective Date: April 1, 2012

Date: June 27, 2002

Contract No.: 107877

EXHIBIT B8 TO THE PRECEDENT AGREEMENT

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS COMPANY (Shipper).

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

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

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

284G

2. **RATE SCHEDULE:** Enhanced Transportation Service (ETS)

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: June 27, 2002

Contract No.: 107877

4. **TERM OF AGREEMENT:**

November 01, 2003 to

March 31, 2010

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid

if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

- D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes its Primary Receipt Point to a point in the original contract path or (ii) Shipper changes the Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.
- E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.
- F. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5.C, 5.D, or 5.E, as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: June 27, 2002

Contract No.: 107877

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 27, 2002

Contract No.: 107877

NOMINATIONS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Primary Route Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Date: June 27, 2002

Contract No.: 107877

D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

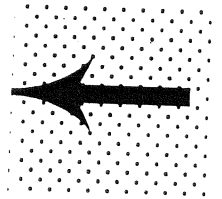
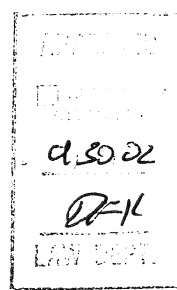
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN GAS COMPANY

By: Ch Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact *SMA*

Date: 10/11/02

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

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FROM: November 01, 2009 TO: March 31, 2010	139255 WISC GAS-GRP 1	0	19,600	0
153808 ANRPL STORAGE FROM: November 01, 2008 TO: March 31, 2009	139255 WISC GAS-GRP 1	0	49,000	0
153808 ANRPL STORAGE FROM: November 01, 2007 TO: March 31, 2008	139255 WISC GAS-GRP 1	0	78,400	0
153808 ANRPL STORAGE FROM: November 01, 2006 TO: March 31, 2007	139255 WISC GAS-GRP 1	0	107,800	0
153808 ANRPL STORAGE FROM: November 01, 2005 TO: March 31, 2006	139255 WISC GAS-GRP 1	0	137,200	0
153808 ANRPL STORAGE FROM: November 01, 2004 TO: March 31, 2005	139255 WISC GAS-GRP 1	0	166,600	0
153808 ANRPL STORAGE FROM: November 01, 2003 TO: March 31, 2004	139255 WISC GAS-GRP 1	0	196,000	0

Through October 31, 2003, WISC GAS-GRP 1 shall consist of all of Wisconsin Gas Company's gate stations located in the state of Wisconsin. Commencing November 1, 2003, WISC GAS-GRP 1 shall consist of all of Wisconsin Gas Company's gate stations located in the state of Wisconsin except Capital Drive (Loc. #28846), Milwaukee (Loc. #28842), and Menominee Falls (Loc. #28834). Commencing November 1, 2003, WISC GAS-GRP 2 shall consist of Capital Drive (Loc. #28846), Milwaukee (Loc. #28842), and Menominee Falls (Loc. #28834).

Contract No: 107877
Amendment No: 06

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 107877 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107877
Amendment No: 06

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

- F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.
- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

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

WISCONSIN GAS LLC
"Shipper"

By: *Scott C. Moschea*
 Scott C. Moschea
Title: Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11
Legal
DRG
9/12/11
Date

ASB 9-20-11
cc 9-21-11

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

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0

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

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	27093	0
139255 WISC GAS-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	27093	0
139255 WISC GAS-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0

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

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	27093	0
139255 WISC GAS-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	49000	0
139255 WISC GAS-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139255 WISC GAS-GRP 1 TO: March 31, 2006	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	0

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

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2005	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: December 01, 2003	139255 WISC GAS-GRP 1 TO: March 31, 2004	0	143290	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139255 WISC GAS-GRP 1 TO: November 30, 2003	0	175761	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#107879)

Agreement Effective Date: April 1, 2003
Amendment No. 18 Effective Date: April 1, 2012

Date: June 27, 2002

Contract No.: 107879

EXHIBIT B9 TO THE PRECEDENT AGREEMENT

ETS SERVICE AGREEMENT

This **AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS COMPANY (Shipper).

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

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

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

284G

2. **RATE SCHEDULE:** Enhanced Transportation Service (ETS)

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: June 27, 2002

Contract No.: 107879

4. TERM OF AGREEMENT:

April 01, 2003 to

March 31, 2010

5. RATES:

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid

Date: June 27, 2002

Contract No.: 107879

if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

- D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path; or (ii) Shipper changes the Primary Receipt Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.
- E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.
- F. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5.C, 5.D, or 5.E, as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: June 27, 2002

Contract No.: 107879

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 27, 2002

Contract No.: 107879

NOMINATIONS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Primary Route Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Date: June 27, 2002

Contract No.: 107879

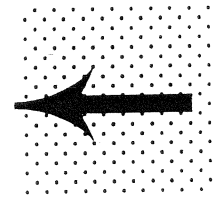
D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

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

SHIPPER: WISCONSIN GAS COMPANY

By: CK Cole
Title: Sr. VP - Distribution Operations
Date: 10/01/02

APPROVED
 APPENDUM ATTACHED
9, 29, 02
DFK
LAW DEPT.



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard
Title: Agent and Attorney-in-Fact
Date: 10/11/02

amd

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

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139255 WISC GAS-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE TO: March 31, 2010	0	0	5,725
139255 WISC GAS-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE TO: March 31, 2009	0	0	14,312
139255 WISC GAS-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE TO: March 31, 2008	0	0	22,899
139255 WISC GAS-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE TO: March 31, 2007	0	0	31,486
139255 WISC GAS-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE TO: March 31, 2006	0	0	40,073
139255 WISC GAS-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE TO: March 31, 2005	0	0	48,660
139255 WISC GAS-GRP 1 FROM: April 01, 2003	153808 ANRPL STORAGE TO: March 31, 2004	0	0	57,247

Through October 31, 2003, WISC GAS-GRP 1 shall consist of all of Wisconsin Gas Company's gate stations located in the state of Wisconsin. Commencing November 1, 2003, WISC GAS-GRP 1 shall consist of all of Wisconsin Gas Company's gate stations located in the state of Wisconsin except Capital Drive (Loc. #28846), Milwaukee (Loc. #28842), and Menominee Falls (Loc. #28834). Commencing November 1, 2003, WISC GAS-GRP 2 shall consist of Capital Drive (Loc. #28846), Milwaukee (Loc. #28842), and Menominee Falls (Loc. #28834).

Contract No: 107879
Amendment No: 18

AMENDMENT

Date: July 19, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 107879 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107879
Amendment No: 18

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street – A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 107879
Amendment No: 18

F. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

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

WISCONSIN GAS LLC
"Shipper"

By: *Scott C. Moschea*
Title: Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

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

*AB 9-20-11
ll 9-21-11*

*JEP
9/12/11*
Legal
9/12/11
Date

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

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	21678

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

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	31254
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	0	0
139255 WISC GAS-GRP 1 FROM: August 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	31223

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

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139255 WISC GAS-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: July 31, 2010	0	0	31214
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	0	0
139255 WISC GAS-GRP 1 FROM: April 03, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	31372
139255 WISC GAS-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: April 02, 2009	0	0	31296
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	39831
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	48268
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	48415

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

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139255 WISC GAS-GRP 1 TO: March 31, 2006	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	48655
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2005	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	48719
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139255 WISC GAS-GRP 1 TO: March 31, 2004	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: October 31, 2003	0	0	57253

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#107899)

Agreement Effective Date: April 1, 2003
Amendment No. 19 Effective Date: April 1, 2012

Date: June 27, 2002

Contract No.: 107899

EXHIBIT B26 TO THE PRECEDENT AGREEMENT

ETS SERVICE AGREEMENT

This **AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**
3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: June 27, 2002

Contract No.: 107899

4. TERM OF AGREEMENT:

April 01, 2003 to

March 31, 2010

5. RATES:

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not

constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

- D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path or (ii) Shipper changes the Primary Receipt Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.
- E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.
- F. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5.C, 5.D, or 5.E, as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: June 27, 2002

Contract No.: 107899

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 27, 2002

Contract No.: 107899

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Primary Route Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Date: June 27, 2002

Contract No.: 107899

D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

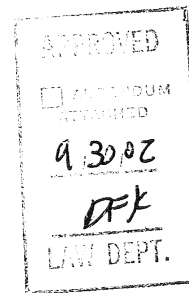
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: CP Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 10/14/02

LH

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139256 WISC EPC-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE TO: March 31, 2010	0	0	3,083
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE TO: March 31, 2009	0	0	7,706
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE TO: March 31, 2008	0	0	12,330
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE TO: March 31, 2007	0	0	16,954
139256 WISC EPC-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE TO: March 31, 2006	0	0	21,578
139256 WISC EPC-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE TO: March 31, 2005	0	0	26,201
139256 WISC EPC-GRP 1 FROM: April 01, 2003	153808 ANRPL STORAGE TO: March 31, 2004	0	0	30,825

WISC EPC - GRP 1 shall consist of all of Wisconsin Electric Power Company's gate stations located in the state of Wisconsin.

Contract No: 107899
Amendment No: 19

AMENDMENT

Date: July 19, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107899 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107899
Amendment No: 19

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. Michigan Street - PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas LLC in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 107899
Amendment No: 19

- F. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: *Scott C. Moschea*
Scott C. Moschea
Title: Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11
Legal
Date
9/12/11

AB 9-20-11
9-21-11

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

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2020	153808 ANRPL STORAGE FACILITIES TO: October 31, 2020	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	12478

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

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	12478
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	17411

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

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	0	0
139256 WISC EPC-GRP 1 FROM: August 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	17393
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: July 31, 2010	0	0	17388
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	0	0
139256 WISC EPC-GRP 1 FROM: April 03, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	17476
139256 WISC EPC-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: April 02, 2009	0	0	17434
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	22034
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	26267

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

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	26346
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	26476
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: March 31, 2005	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	26512
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2004	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: October 31, 2003	0	0	30846

No-Notice Service Agreement
Rate Schedule NNS

Wisconsin Gas LLC
(#107995)

Agreement Effective Date: April 1, 2003
Amendment No. 19 Effective Date: April 1, 2012

Date: June 27, 2002

Contract No.: 107995

EXHIBIT B16 TO THE PRECEDENT AGREEMENT

NNS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS COMPANY (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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:** No Notice Service (NNS)

3. **CONTRACT QUANTITIES:**

Contract Quantity- See Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2010

5. RATES:

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the No-Notice Entitlement under this Agreement as listed in the attached Exhibit shall be a fixed Monthly Reservation Rate of \$4.0000 per dth and the fixed Commodity Rate shall be \$.0150 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event

Date: June 27, 2002

Contract No.: 107995

Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

Date: June 27, 2002

Contract No.: 107995

INVOICES AND STATEMENTS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Primary Delivery Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated

Date: June 27, 2002

Contract No.: 107995

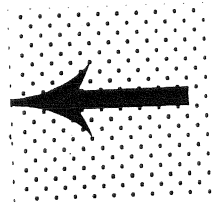
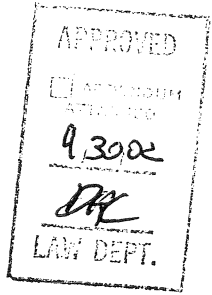
with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

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

SHIPPER: WISCONSIN GAS COMPANY

By: Ch Cole
 Title: Sr. VP - Distribution Operations
 Date: 10/01/02



SIGN
HERE

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard
 Title: Agent and Attorney-in-Fact
 Date: 10/11/02

smc

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date:

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139255 FROM: April 01, 2003	WISC GAS - GRP 1 TO: March 31, 2004	22,620
	GROUP TOTAL	22,620
139255 FROM: April 01, 2004	WISC GAS - GRP 1 TO: March 31, 2005	19,227
	GROUP TOTAL	19,227
139255 FROM: April 01, 2005	WISC GAS - GRP 1 TO: March 31, 2006	15,834
	GROUP TOTAL	15,834
139255 FROM: April 01, 2006	WISC GAS - GRP 1 TO: March 31, 2007	12,441
	GROUP TOTAL	12,441
139255 FROM: April 01, 2007	WISC GAS - GRP 1 TO: March 31, 2008	9,048
	GROUP TOTAL	9,048
139255 FROM: April 01, 2008	WISC GAS - GRP 1 TO: March 31, 2009	5,655
	GROUP TOTAL	5,655
139255 FROM: April 01, 2009	WISC GAS - GRP 1 TO: March 31, 2010	2,262
	GROUP TOTAL	2,262

Through October 31, 2003, WISC GAS-GRP 1 shall consist of all of Wisconsin Gas Company's gate stations located in the state of Wisconsin. Commencing November 1, 2003, WISC GAS-GRP 1 shall consist of all of Wisconsin Gas Company's gate stations located in the state of Wisconsin except Capital Drive (Loc. #28846), Milwaukee (Loc. #28842), and Menominee Falls (Loc. #28834). Commencing November 1, 2003, WISC GAS-GRP 2 shall consist of Capital Drive (Loc. #28846), Milwaukee (Loc. #28842), and Menominee Falls (Loc. #28834).

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date:

Primary	Primary	
Delivery	Delivery	MDQ
Location No.	Location Name	(DTH)

** Designated FSS Storage Account Agreement(s): **

107880	01	
FROM: April 01, 2003		TO: March 31, 2010

107881	02	
FROM: April 01, 2003		TO: March 31, 2010

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date:

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
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** NNS Storage Transportation Agreement(s): **

107877	01	
FROM: November 01, 2003		TO: March 31, 2010

107879	02	
FROM: April 01, 2003		TO: March 31, 2010

Contract No: 107995
Amendment No: 19

AMENDMENT

Date: August 23, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

NNS Contract No. 107995 dated June 27, 2002 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107995
Amendment No: 19

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

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

Telephone: 414-221-2408
Fax: 262-523-7910

Contract No: 107995
Amendment No: 19

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for the Primary Route No Notice Entitlement as listed in the attached Primary Route Exhibit shall be a Monthly Reservation Rate of \$6.2500 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.2205 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge.
 - B. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

Contract No: 107995
Amendment No: 19

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

WISCONSIN GAS LLC
"Shipper"

By: *Allen Sweed*
Title: *Executive Vice President*
Date: *Sep 16, 2011*

ANR PIPELINE COMPANY
"Transporter"

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

JP
9/12/11

AD 9-20-11
cc 9-21-11

Legal
9/12/11
Date

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: August 23, 2011

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139255	WISC GAS-GRP 1	
FROM: April 01, 2012	TO: March 31, 2020	29762
	GROUP TOTAL	29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2011	TO: March 31, 2012	29762
	GROUP TOTAL	29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2010	TO: March 31, 2011	29762
	GROUP TOTAL	29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2009	TO: March 31, 2010	29762
	GROUP TOTAL	29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2008	TO: March 31, 2009	41866
	GROUP TOTAL	41866
139255	WISC GAS-GRP 1	
FROM: April 01, 2007	TO: March 31, 2008	37243
	GROUP TOTAL	37243
139255	WISC GAS-GRP 1	
FROM: April 01, 2006	TO: March 31, 2007	32620
	GROUP TOTAL	32620
139255	WISC GAS-GRP 1	
FROM: April 01, 2005	TO: March 31, 2006	32620
	GROUP TOTAL	32620

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: August 23, 2011

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139255 FROM: April 01, 2004	WISC GAS-GRP 1 TO: March 31, 2005	32620
	GROUP TOTAL	32620
139255 FROM: January 01, 2004	WISC GAS-GRP 1 TO: March 31, 2004	32620
	GROUP TOTAL	32620
139255 FROM: November 01, 2003	WISC GAS-GRP 1 TO: December 31, 2003	52455
	GROUP TOTAL	52455
139255 FROM: July 01, 2003	WISC GAS-GRP 1 TO: October 31, 2003	52455
	GROUP TOTAL	52455
139255 FROM: June 16, 2003	WISC GAS-GRP 1 TO: June 30, 2003	32620
	GROUP TOTAL	32620
139255 FROM: April 01, 2003	WISC GAS-GRP 1 TO: June 15, 2003	22620
	GROUP TOTAL	22620

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

Contract No: 107995
 Rate Schedule: NNS
 Contract Date: June 27, 2002
 Amendment Date: August 23, 2011

Agreement
 Number Priority
 Number

** Designated FSS Storage Account Agreement(s): **

107870	02
FROM: December 01, 2009	TO: March 31, 2020
107871	06
FROM: December 01, 2009	TO: March 31, 2020
113715	07
FROM: April 01, 2009	TO: March 31, 2020
115071	08
FROM: April 01, 2009	TO: March 31, 2020 ¹⁴
109211	03
FROM: February 01, 2007	TO: March 31, 2020
109210	05
FROM: February 01, 2007	TO: March 31, 2020
107880	01
FROM: January 01, 2004	TO: March 31, 2020
107881	04
FROM: January 01, 2004	TO: March 31, 2020
109211	03
FROM: January 01, 2004	TO: March 31, 2006
109210	04
FROM: January 01, 2004	TO: March 31, 2006
107880	01
FROM: April 01, 2003	TO: December 31, 2003
107881	02
FROM: April 01, 2003	TO: December 31, 2003

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: September 20, 2011

Agreement Number	Priority Number
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** Designated FSS Storage Account Agreement(s): **

107870 FROM: December 01, 2009	02 TO: March 31, 2020
107871 FROM: December 01, 2009	06 TO: March 31, 2020
113715 FROM: April 01, 2009	07 TO: March 31, 2020
115071 FROM: April 01, 2009	08 TO: March 31, 2014
109211 FROM: February 01, 2007	03 TO: March 31, 2020
109210 FROM: February 01, 2007	05 TO: March 31, 2020
107880 FROM: January 01, 2004	01 TO: March 31, 2020
107881 FROM: January 01, 2004	04 TO: March 31, 2020
109211 FROM: January 01, 2004	03 TO: March 31, 2006
109210 FROM: January 01, 2004	04 TO: March 31, 2006
107880 FROM: April 01, 2003	01 TO: December 31, 2003
107881 FROM: April 01, 2003	02 TO: December 31, 2003

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: September 20, 2011

Agreement Number	Priority Number
---------------------	--------------------

** NNS Storage Transportation Agreement(s): **

107879 FROM: April 01, 2010	01 TO: March 31, 2020
109218 FROM: December 01, 2009	04 TO: March 31, 2020
115070 FROM: December 01, 2009	02 TO: March 31, 2016
109854 FROM: November 01, 2009	03 TO: March 31, 2020
107877 FROM: November 01, 2009	05 TO: March 31, 2020
107879 FROM: April 01, 2009	01 TO: October 31, 2009
115070 FROM: April 01, 2009	02 TO: October 31, 2009
107877 FROM: November 01, 2008	01 TO: March 31, 2009
109854 FROM: November 01, 2008	02 TO: March 31, 2009
107879 FROM: April 01, 2008	01 TO: October 31, 2008
107877 FROM: November 01, 2007	01 TO: March 31, 2008
109854 FROM: November 01, 2007	02 TO: March 31, 2008
107879 FROM: April 01, 2007	01 TO: October 31, 2007
107877	01

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: September 20, 2011

Agreement Number	Priority Number
FROM: November 01, 2006	TO: March 31, 2007
109854	02
FROM: November 01, 2006	TO: March 31, 2007
107879	01
FROM: April 01, 2006	TO: October 31, 2006
107877	01
FROM: November 01, 2005	TO: March 31, 2006
109218	02
FROM: November 01, 2005	TO: March 31, 2006
109854	03
FROM: November 01, 2005	TO: March 31, 2006
107879	01
FROM: April 01, 2005	TO: October 31, 2005
107877	01
FROM: November 01, 2004	TO: March 31, 2005
109218	02
FROM: November 01, 2004	TO: March 31, 2005
109854	03
FROM: November 01, 2004	TO: March 31, 2005
107879	01
FROM: April 01, 2004	TO: October 31, 2004
107877	01
FROM: January 01, 2004	TO: March 31, 2004
109218	02
FROM: January 01, 2004	TO: March 31, 2004
109854	03
FROM: January 01, 2004	TO: March 31, 2004
107877	01
FROM: November 01, 2003	TO: December 31, 2003

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

Contract No: 107995
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: September 20, 2011

Agreement Number	Priority Number
107879 FROM: November 01, 2003	02 TO: December 31, 2003
107879 FROM: April 01, 2003	01 TO: October 31, 2003

No-Notice Service Agreement
Rate Schedule NNS

Wisconsin Electric Power Company
(#107997)

Agreement Effective Date: April 1, 2003
Amendment No. 18 Effective Date: April 1, 2012

Date: June 27, 2002

Contract No.: 107997

EXHIBIT B32 TO THE PRECEDENT AGREEMENT

NNS SERVICE AGREEMENT

This **AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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: No Notice Service (NNS)**
3. **CONTRACT QUANTITIES:**

Contract Quantity- See Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2010

Date: June 27, 2002

Contract No.: 107997

5. RATES:

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the No-Notice Entitlement under this Agreement as listed in the attached Exhibit shall be a fixed Monthly Reservation Rate of \$4.0000 per dth and the fixed Commodity Rate shall be \$.0150 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event

Date: June 27, 2002

Contract No.: 107997

Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
GAS ACQUISITION DEPT.
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

Date: June 27, 2002

Contract No.: 107997

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS ACQUISITION DEPT.
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
GAS ACQUISITION DEPT.
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
GAS ACQUISITION DEPT.
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Primary Delivery Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Date: June 27, 2002

Contract No.: 107997

- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

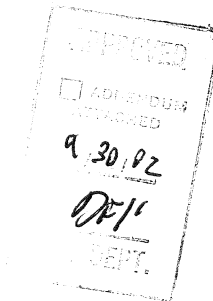
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: CK Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 10/14/02

JK

PRIMARY DELIVERY EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date:

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139256	WISC EPC- GRP 1	
FROM: April 01, 2003	TO: March 31, 2004	12,180
	GROUP TOTAL	12,180
139256	WISC EPC- GRP 1	
FROM: April 01, 2004	TO: March 31, 2005	10,353
	GROUP TOTAL	10,353
139256	WISC EPC- GRP 1	
FROM: April 01, 2005	TO: March 31, 2006	8,526
	GROUP TOTAL	8,526
139256	WISC EPC- GRP 1	
FROM: April 01, 2006	TO: March 31, 2007	6,699
	GROUP TOTAL	6,699
139256	WISC EPC- GRP 1	
FROM: April 01, 2007	TO: March 31, 2008	4,872
	GROUP TOTAL	4,872
139256	WISC EPC- GRP 1	
FROM: April 01, 2008	TO: March 31, 2009	3,045
	GROUP TOTAL	3,045
139256	WISC EPC- GRP 1	
FROM: April 01, 2009	TO: March 31, 2010	1,218
	GROUP TOTAL	1,218

WISC EPC – GRP 1 shall consist of all of Wisconsin Electric Power Company’s gate stations located in the state of Wisconsin.

PRIMARY DELIVERY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997

Rate Schedule: NNS

Contract Date: June 27, 2002

Amendment Date:

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
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** Designated FSS Storage Account Agreement(s): **

107900	01
FROM: April 01, 2003	TO: March 31, 2010

107901	02
FROM: April 01, 2003	TO: March 31, 2010

PRIMARY DELIVERY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997

Rate Schedule: NNS

Contract Date: June 27, 2002

Amendment Date:

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
-------------------------------------	--------------------------------------	--------------

** NNS Storage Transportation Agreement(s): **

107897	01	
FROM: November 01, 2003		TO: March 31, 2010

107898	02	
FROM: November 01, 2003		TO: March 31, 2010

107899	03	
FROM: April 01, 2003		TO: March 31, 2010

Contract No: 107997
Amendment No: 18

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

NNS Contract No. 107997 dated June 27, 2002 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107997
Amendment No: 18

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. Michigan Street - PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rate for the Primary Route No Notice Entitlement as listed in the attached Primary Route Exhibit shall be a Monthly Reservation Rate of \$6.2500 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.2205 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge.
 - B. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

Contract No: 107997
Amendment No: 18

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: Allen L. Luedtke
Title: Executive Vice President
Date: Sep 16, 2011

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E. Pollard
Title: Director, - Commercial Services
Date: 9/23/11

JEP
9/23/11

Legal
AD 9-20-11 00-11
PE 9-21-11 9/23/11
Date

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

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139256 FROM: April 01, 2012	WISC EPC-GRP 1 TO: March 31, 2020	27159
	GROUP TOTAL	27159
139256 FROM: April 01, 2011	WISC EPC-GRP 1 TO: March 31, 2012	27159
	GROUP TOTAL	27159
139256 FROM: April 01, 2010	WISC EPC-GRP 1 TO: March 31, 2011	27159
	GROUP TOTAL	27159
139256 FROM: April 01, 2009	WISC EPC-GRP 1 TO: March 31, 2010	27159
	GROUP TOTAL	27159
139256 FROM: April 01, 2008	WISC EPC-GRP 1 TO: March 31, 2009	27159
	GROUP TOTAL	27159
139256 FROM: April 01, 2007	WISC EPC-GRP 1 TO: March 31, 2008	24670
	GROUP TOTAL	24670
139256 FROM: April 01, 2006	WISC EPC-GRP 1 TO: March 31, 2007	22180
	GROUP TOTAL	22180
139256 FROM: April 01, 2005	WISC EPC-GRP 1 TO: March 31, 2006	22180
	GROUP TOTAL	22180
139256 FROM: April 01, 2004	WISC EPC-GRP 1 TO: March 31, 2005	22180

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

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
	GROUP TOTAL	22180
139256 FROM: June 16, 2003	WISC EPC-GRP 1 TO: March 31, 2004	22180
	GROUP TOTAL	22180
139256 FROM: April 01, 2003	WISC EPC-GRP 1 TO: June 15, 2003	12180
	GROUP TOTAL	12180

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Agreement Number	Priority Number
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** Designated FSS Storage Account Agreement(s): **

107889	06
FROM: December 01, 2009	TO: March 31, 2020
113729	07
FROM: April 01, 2009	TO: March 31, 2020
115069	08
FROM: April 01, 2009	TO: March 31, 2014
115068	09
FROM: April 01, 2009	TO: March 31, 2014
109225	02
FROM: February 01, 2007	TO: March 31, 2020
109227	03
FROM: February 01, 2007	TO: March 31, 2020
109226	04
FROM: February 01, 2007	TO: March 31, 2020
107900	01
FROM: January 01, 2004	TO: March 31, 2020
107901	05
FROM: January 01, 2004	TO: March 31, 2020
109225	03
FROM: January 01, 2004	TO: March 31, 2006
109226	04
FROM: January 01, 2004	TO: March 31, 2006
109227	05
FROM: January 01, 2004	TO: March 31, 2006
107900	01
FROM: April 01, 2003	TO: December 31, 2003
107901	02
FROM: April 01, 2003	TO: December 31, 2003

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Agreement Number	Priority Number
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** NNS Storage Transportation Agreement(s): **

107897 FROM: November 01, 2011	03 TO: March 31, 2020
109222 FROM: November 01, 2011	04 TO: March 31, 2020
107899 FROM: April 01, 2011	01 TO: March 31, 2020
107897 FROM: November 01, 2010	01 TO: March 31, 2011
109222 FROM: November 01, 2010	04 TO: March 31, 2011
107899 FROM: April 01, 2010	01 TO: October 31, 2010
115066 FROM: December 01, 2009	02 TO: March 31, 2016
115067 FROM: December 01, 2009	05 TO: March 31, 2014
107897 FROM: November 01, 2009	01 TO: March 31, 2010
109222 FROM: November 01, 2009	02 TO: March 31, 2010
107899 FROM: April 01, 2009	01 TO: October 31, 2009
115066 FROM: April 01, 2009	02 TO: October 31, 2009
107897 FROM: November 01, 2008	01 TO: March 31, 2009
109222	02

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Agreement Number	Priority Number
FROM: November 01, 2008	TO: March 31, 2009
107899	01
FROM: April 01, 2008	TO: October 31, 2008
107897	01
FROM: November 01, 2007	TO: March 31, 2008
109222	02
FROM: November 01, 2007	TO: March 31, 2008
107899	01
FROM: April 01, 2007	TO: October 31, 2007
107897	01
FROM: November 01, 2006	TO: March 31, 2007
109222	02
FROM: November 01, 2006	TO: March 31, 2007
107899	03
FROM: November 01, 2006	TO: March 31, 2007
107899	01
FROM: April 01, 2006	TO: October 31, 2006
107897	01
FROM: November 01, 2005	TO: March 31, 2006
109222	02
FROM: November 01, 2005	TO: March 31, 2006
107899	03
FROM: November 01, 2005	TO: March 31, 2006
107899	01
FROM: April 01, 2005	TO: October 31, 2005
107897	01
FROM: November 01, 2004	TO: March 31, 2005
109222	02
FROM: November 01, 2004	TO: March 31, 2005

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Agreement Number	Priority Number
107899 FROM: November 01, 2004	03 TO: March 31, 2005
107899 FROM: April 01, 2004	01 TO: October 31, 2004
107897 FROM: November 01, 2003	01 TO: March 31, 2004
109222 FROM: November 01, 2003	02 TO: March 31, 2004
107899 FROM: November 01, 2003	03 TO: March 31, 2004
107899 FROM: April 01, 2003	01 TO: October 31, 2003

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#109210)

Agreement Effective Date: June 16, 2003
Amendment No. 13 Effective Date: April 1, 2012

Date: April 21, 2003

Contract No.: 109210

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS CO. (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)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: April 21, 2003

Contract No.: 109210

4. **TERM OF AGREEMENT:**

June 16, 2003 to

March 31, 2006

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

Date: April 21, 2003

Contract No.: 109210

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS

Telephone: 414-221-5349
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109210

ALL OTHER MATTERS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. The fixed rate for storage service June 16, 2003 to March 31, 2004 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.4920 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. The fixed rate for storage service April 1, 2004 to March 31, 2006 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.3120 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff
- C. The rates in paragraphs A and B include the Reservation costs of service provided under Shipper's FTS-1 contract 109212, FTS-1 contract 109217, and NNS contract 107995.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- E. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

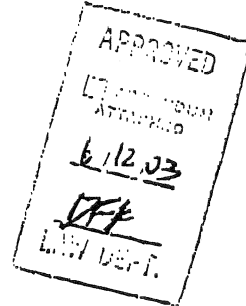
Date: April 31, 2003

Contract No.: 109210

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

SHIPPER: WISCONSIN GAS CO.

By: *Peter Newman*
 Title: Peter Newman
General Manager-Gas Planning
 Date: 6-12-2003



TRANSPORTER: ANR PIPELINE COMPANY

By: *V.L. Smith* *w*
 Title: *V.P. Commercial Operations*
Agent and Attorney in Fact
 Date: 6/16/03

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS CO. (Shipper)

Contract No: 109210
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date:

Effective Start: June 16, 2003
 Effective End: March 31, 2006

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	582100
Base Maximum Daily Withdrawal Quantity (BMDWQ)	11642
Base Maximum Daily Injection Quantity (BMDIQ)	3326
Cyclability	826582

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	<u>MDWQ/MDIQ</u>
116421	- 582100	W1 MDWQ_1	11642
87316	- 116420	W2 MDWQ_2	10478
58211	- 87315	W3 MDWQ_3	9314
29106	- 58210	W4 MDWQ_4	8149
0	- 29105	W5 MDWQ_5	6985
0	- 523890	I1 MDIQ_1	3326
523891	- 582100	I2 MDIQ_2	2661

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 109210
Amendment No: 13

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 109210 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109210
Amendment No: 13

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.4500 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.0132 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
 - C. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

Contract No: 109210
Amendment No: 13

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

WISCONSIN GAS LLC
"Shipper"

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11

AB 9-20-11
cc 9-21-11.

Legal
[Signature]
Date

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

Contract No: 109210
Rate Schedule: FSS
Contract Date: April 21, 2003
Amendment Date: July 22, 2011

Effective Start: April 01, 2012
Effective End: March 31, 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	579700
Base Maximum Daily Withdrawal Quantity (BMDWQ)	11594
Base Maximum Daily Injection Quantity (BMDIQ)	3313
Cyclability	823174

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
115941	- 579700	W1	MDWQ_1	11594
86956	- 115940	W2	MDWQ_2	10435
57971	- 86955	W3	MDWQ_3	9275
28986	- 57970	W4	MDWQ_4	8116
0	- 28985	W5	MDWQ_5	6956
0	- 521730	I1	MDIQ_1	3313
521731	- 579700	I2	MDIQ_2	2650

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#109211)

Agreement Effective Date: June 16, 2003
Amendment No. 13 Effective Date: April 1, 2012

Date: April 21, 2003

Contract No.: 109211

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS CO. (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)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- 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 to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Date: April 21, 2003

Contract No.: 109211

4. TERM OF AGREEMENT:

June 16, 2003 to

March 31, 2006

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: April 21, 2003

Contract No.: 109211

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHOPPER:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS

Telephone: 414-221-5349
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109211

ALL OTHER MATTERS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. The fixed rate for storage service June 16, 2003 to March 31, 2004 shall be a Deliverability rate of \$ 2.600 per dth per month for MDWQ, and a Capacity rate of \$ 0.6600 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. The fixed rate for storage service April 1, 2004 to March 31, 2006 shall be a Deliverability rate of \$ 2.600 per dth per month for MDWQ, and a Capacity rate of \$ 0.0300 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff
- C. The rates in paragraphs A and B include the Reservation costs of service provided under Shipper's FTS-1 contract 109212, FTS-1 contract 109217, and NNS contract 107995.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- E. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

Date: April 21, 2003

Contract No.: 109211

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

SHIPPER: WISCONSIN GAS CO.

By: *Peter Newman*
 Title: Peter Newman
General Manager-Gas Planning
 Date: 6-12-2003

APPROVED
 ORIGINAL ATTACHED
6/12/03
DFK
 LAW DEPT.

TRANSPORTER: ANR PIPELINE COMPANY

By: *D. P. Britz* *W*
 Title: *V.P. Commercial Operations*
~~Agent and Attorney in Fact~~
 Date: 6/16/03

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS CO. (Shipper)

Contract No: 109211
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date:

Effective Start: June 16, 2003
 Effective End: March 31, 2006

Seasonal Service
 Unratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	658030
Base Maximum Daily Withdrawal Quantity (BMDWQ)	65803
Base Maximum Daily Injection Quantity (BMDIQ)	3290
Cyclability	658030

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 109211
Amendment No: 13

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 109211 dated April 21, 2003 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109211
Amendment No: 13

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.6000 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$3.5452 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

WISCONSIN GAS LLC
"Shipper"

By: Allen E. Luedtke
Title: Executive Vice President
Date: Sep 16, 2011

ANR PIPELINE COMPANY
"Transporter"

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

Legal
09/17/11
9/18/11
Date

AB 9-20-11
@ 9-22-11

JEP
9/12/11

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

Contract No: 109211
Rate Schedule: FSS
Contract Date: April 21, 2003
Amendment Date: July 22, 2011

Effective Start: April 01, 2012
Effective End: March 31, 2020

Seasonal Service
Unratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	655380
Base Maximum Daily Withdrawal Quantity (BMDWQ)	65538
Base Maximum Daily Injection Quantity (BMDIQ)	3277
Cyclability	655380

W=Withdrawal ;I=Injection

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#109218)

Agreement Effective Date: November 1, 2003
Amendment No. 05 Effective Date: April 1, 2012

Date: April 21, 2003

Contract No.: 109218

ETS SERVICE AGREEMENT

This **AGREEMENT** is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS CO. (Shipper).

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**
3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

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: April 21, 2003

Contract No.: 109218

4. TERM OF AGREEMENT:

November 01, 2003 to

March 31, 2006

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: April 21, 2003

Contract No.: 109218

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS

Telephone: 414-221-5349
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109218

ALL OTHER MATTERS:

WISCONSIN GAS CO.
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. The fixed Monthly Reservation rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and Secondary Receipts/Deliveries as listed below shall be \$ 3.6500 This rate shall be inclusive of Dakota Surcharge, Transition Costs, and any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged a fixed Commodity rate of \$0.0075, as well as ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Secondary Receipts: All Joliet Hub Points
Secondary Deliveries: All Points in Wisconsin

- 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 ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota Surcharge, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- D. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

Date: April 21, 2003

Contract No.: 109218

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

SHIPPER: WISCONSIN GAS CO.

By: Peter Newman
 Title: Peter Newman
General Manager-Gas Planning
 Date: 6-12-2003

APPROVED
 AMENDUM ATTACHED
6/12/03
DT/K
 LAW DEPT.

TRANSPORTER: ANR PIPELINE COMPANY

By: D.L. Pruitt
 Title: V.P. Commercial Operations
Agent and Attorney-in-Fact
 Date: 6/16/03

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

Contract No: 109218
 Rate Schedule: ETS
 Contract Date: April 21, 2003
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139376 WISC GAS-GRP 2 TO: March 31, 2006	0	76,500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	139376 WISC GAS-GRP 2 TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139376 WISC GAS-GRP 2 TO: March 31, 2005	0	76,500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	139376 WISC GAS-GRP 2 TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: March 31, 2004	0	76,500	0

AMENDMENT

Date: July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 109218 dated April 21, 2003 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”) or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109218
Amendment No: 05

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 109218
Amendment No: 05

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

WISCONSIN GAS LLC

"Shipper"

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY

"Transporter"

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

JEP
9/22/11

ASB 9-20-11
cc 9-21-11

Legal
DR
9/22/11
Date

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

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0

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

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0

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

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139255 WISC GAS-GRP 1 TO: March 31, 2006	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	139255 WISC GAS-GRP 1 TO: October 31, 2005	0	0	0

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

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2005	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	139376 WISC GAS-GRP 2 TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: March 31, 2004	0	76500	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#109222)

Agreement Effective Date: November 1, 2003
Amendment No. 04 Effective Date: April 1, 2012

Date: April 21, 2003

Contract No.: 109222

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper).

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**
3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

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: April 21, 2003

Contract No.: 109222

4. TERM OF AGREEMENT:

November 01, 2003 to

March 31, 2006

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{sm} that it has agreed otherwise.

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: April 21, 2003

Contract No.: 109222

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETER

Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS

Telephone: 414-221-5349
Fax: 414-221-5352

Date: April 21, 2003

Contract No.: 109222

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 414-221-5351

8. **FURTHER AGREEMENT:**

- A. The fixed Monthly Reservation rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be \$ 3.6500 This rate shall be inclusive of Dakota Surcharge, Transition Costs, and any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged a fixed Commodity rate of \$0.0075, as well as ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Receipts: All Joliet Hub Points
Deliveries: All Points in Wisconsin

- 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 ETSservice. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota Surcharge, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- D. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.

Date: April 21, 2003

Contract No.: 109222

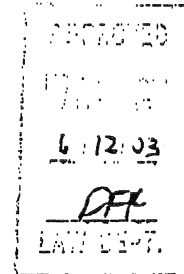
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: Peter Newman

Title: Peter Newman
General Manager-Gas Planning

Date: 6-12-2003



TRANSPORTER: ANR PIPELINE COMPANY

By: D.L. Smith ✓

Title: V.P. Commercial Operations
Agent and Attorney-in-Fact

Date: 6/16/03

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

Contract No: 109222
 Rate Schedule: ETS
 Contract Date: April 21, 2003
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2004	0	65,500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	139256 WISC EPC-GRP 1 TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: March 31, 2005	0	65,500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	139256 WISC EPC-GRP 1 TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	65,500	0

AMENDMENT

Date: July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 109222 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109222
Amendment No: 04

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. Michigan Street -- PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas LLC in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 109222
Amendment No: 04

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*
Title: Director, - Commercial Services
Date: 9/23/11

JEP
9/12/11

AB 9-20-11
cl 9-21-11

Legal
DP
9/12/11
Date

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

Contract No: 109222
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	0

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

Contract No: 109222
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	48500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0

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

Contract No: 109222
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	0

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

Contract No: 109222
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: July 19, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: March 31, 2005	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2004	0	65500	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#118787)

Agreement Effective Date: April 1, 2012

Date: July 22, 2011

Contract No.: 118787

ETS SERVICE AGREEMENT

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

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

Date: July 22, 2011

Contract No.: 118787

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

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 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.

Date: July 22, 2011

Contract No.: 118787

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 GEMS_{tm}. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

Date: July 22, 2011

Contract No.: 118787

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:

Date: July 22, 2011

Contract No.: 118787

- a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.
 - b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118787

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: 9/22/11

Legal
9/22/11
Date

ADB 9-20-11
cc 9-21-11

JSP
9/12/11

DJB 8/30/11

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

Contract No: 118787
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0

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

Contract No: 118787
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#118789)

Agreement Effective Date: April 1, 2012

Date: July 22, 2011

Contract No.: 118789

ETS SERVICE AGREEMENT

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

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**
3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

Date: July 22, 2011

Contract No.: 118789

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

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 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.

Date: July 22, 2011

Contract No.: 118789

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 GEMS_{tm}. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

Date: July 22, 2011

Contract No.: 118789

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporters's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

C. Shipper and Transporter have agreed to reduction rights pursuant to Transporters's FERC Gas Tariff Part 6.32.5 as follows:

1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:

a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

Date: July 22, 2011

Contract No.: 118789

- b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118789

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: 9/22/11

Legal
[Signature]
Date

AB 9-20-11
cc 9-21-11

JEP
9/12/11

BOB 8/30/11

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

Contract No: 118789
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139256 WISC EPC-GRP 1 FROM: November 01, 2019	153808 ANRPL STORAGE FACILITIES TO: March 31, 2020	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2018	153808 ANRPL STORAGE FACILITIES TO: March 31, 2019	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2017	153808 ANRPL STORAGE FACILITIES TO: March 31, 2018	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2016	153808 ANRPL STORAGE FACILITIES TO: March 31, 2017	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2015	153808 ANRPL STORAGE FACILITIES TO: March 31, 2016	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	4933

PRIMARY ROUTE EXHIBIT

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

Contract No: 118789
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139256 WISC EPC-GRP 1 FROM: November 01, 2014	153808 ANRPL STORAGE FACILITIES TO: March 31, 2015	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2013	153808 ANRPL STORAGE FACILITIES TO: March 31, 2014	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2012	153808 ANRPL STORAGE FACILITIES TO: March 31, 2013	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	4933

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#118793)

Agreement Effective Date: April 1, 2012

Date: July 22, 2011

Contract No.: 118793

ETS SERVICE AGREEMENT

This **AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS 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:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

Date: July 22, 2011

Contract No.: 118793

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

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 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.

Date: July 22, 2011

Contract No.: 118793

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 GEMS_{tm}. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

Date: July 22, 2011

Contract No.: 118793

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

Date: July 22, 2011

Contract No.: 118793

- b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118793

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

SHIPPER: WISCONSIN GAS LLC

By: *Scott C. Moschea*
Title: Scott C. Moschea
Manager Gas Supply
Date: 09/16/11

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: 9/22/11

Legal
8/15/11
Date

AS 9-20-11
cc 9-21-11

MAB 8/30/11
JSP
9/12/11

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

Contract No: 118793
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0

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

Contract No: 118793
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#118794)

Agreement Effective Date: April 1, 2012

Date: July 22, 2011

Contract No.: 118794

ETS SERVICE AGREEMENT

This **AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS 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:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

Date: July 22, 2011

Contract No.: 118794

4. TERM OF AGREEMENT:

The term of this Agreement shall be April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

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 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.

Date: July 22, 2011

Contract No.: 118794

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 GEMStm. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

Date: July 22, 2011

Contract No.: 118794

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts

Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

Date: July 22, 2011

Contract No.: 118794

- b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118794

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

SHIPPER: WISCONSIN GAS LLC

By: _____

Scott C. Moschea

Title: Scott C. Moschea
Manager Gas Supply

Date: 09/16/11

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 9/22/11

Legal
DCP
8/29/11
Date

AB 9-20-11
cc 9-21-11

JEP
9/12/11

DTB 8/30/11

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

Contract No: 118794
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139255 WISC GAS-GRP 1 FROM: November 01, 2019	153808 ANRPL STORAGE FACILITIES TO: March 31, 2020	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2018	153808 ANRPL STORAGE FACILITIES TO: March 31, 2019	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2017	153808 ANRPL STORAGE FACILITIES TO: March 31, 2018	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2016	153808 ANRPL STORAGE FACILITIES TO: March 31, 2017	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2015	153808 ANRPL STORAGE FACILITIES TO: March 31, 2016	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	9576

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

Contract No: 118794
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139255 WISC GAS-GRP 1 FROM: November 01, 2014	153808 ANRPL STORAGE FACILITIES TO: March 31, 2015	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2013	153808 ANRPL STORAGE FACILITIES TO: March 31, 2014	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2012	153808 ANRPL STORAGE FACILITIES TO: March 31, 2013	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	9576

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

Tariff Sections

Version

1 – TABLE OF CONTENTS	v.11.0.0
6.28 – GT&C, Non-conforming Agreements	v.2.0.0

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Contract No. 106102

2. Madison Gas and Electric Company,

ETS Agreements, dated October 29, 2001.

Contract Nos. 106450, 106454, 106456, 106460, 106466, 106468, 106469, 106470

FTS-1 Agreements, dated October 29, 2001.

Contract Nos. 106458, 106482, 106483, 106484, 106485, 106486, 106487, 106488

FSS Agreements, dated October 29, 2001.

Contract Nos. 106463, 106465

NNS Agreement, dated October 29, 2001.

Contract No. 106455

3. Michigan Consolidated Gas Company, ETS Agreements, dated November 1, 2003.

Contract Nos. 108184, 108185

4. Dynegy Marketing and Trade, FTS-3 Agreement, dated April 1, 2003.

Contract No. 108993

5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.

6. BP Exploration and Production Inc., Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.

7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.

8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.

9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Constellation NE WI, FTS-1 Agreement, dated November 1, 2004.

Contract No. 109836
13. Noble Energy, Inc., Boris Lease Dedication Agreement, dated March 1, 2004.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713
15. Constellation Newenergy - Gas Division WI, FTS-1 Agreements dated November 1, 2004.

Contract Nos. 110990, 111009
16. Conoco Phillips Company, K2 Lease Dedication Agreement, dated April 15, 2005.
17. ENI Petroleum Exploration Co. Inc., K2 Lease Dedication Agreement, dated April 19, 2005.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. Constellation Newenergy - Gas Division, WI, FTS-1 Agreement, dated June 28, 2005.

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Contract Nos. 112546, 112547

22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109212

23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109223

24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.

Contract No. 109854

25. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.

Contract No. 112883

26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.

Contract No. 112891

27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.

Contract No. 118840

28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.

Contract Nos. 107877, 107879

29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.

Contract Nos. 107880, 107881

30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.

Contract No. 107899

31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.

Contract No. 107995

32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.

Contract No. 107997

33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.

Contract Nos. 109210, 109211

34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.

Contract No. 109218

35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.

Contract No. 109222

36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.

Contract Nos. 109225, 109226, 109227

37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.

Contract No. 118552

38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.

Contract Nos. 118787, 118789

39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.

Contract Nos. 118793, 118794

Appendix C

ANR Pipeline Company

Marked Agreements

- 1) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement Amendment No. 17 (#107880)
- 2) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement Amendment No. 18 (#107881)
- 3) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement Amendment No. 13 (#109225)
- 4) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement Amendment No. 14 (#109226)
- 5) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement Amendment No. 13 (#109227)
- 6) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement Original (#118552)
- 7) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement Amendment No. 06 (#107877)
- 8) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement Amendment No. 18 (#107879)
- 9) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement Amendment No. 19 (#107899)
- 10) Wisconsin Gas LLC
Rate Schedule NNS Service Agreement Amendment No. 19 (#107995)
- 11) Wisconsin Electric Power Company
Rate Schedule NNS Service Agreement Amendment No. 18 (#107997)
- 12) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement Amendment No. 13 (#109210)
- 13) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement Amendment No. 13 (#109211)
- 14) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement Amendment No. 05 (#109218)
- 15) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement Amendment No. 04 (#109222)
- 16) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement Original (#118787)
- 17) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement Original (#118789)
- 18) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement Original (#118793)
- 19) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement Original (#118794)

Contract No: 107880
Amendment No: 0717

AMENDMENT

Date: ~~October 11, 2006~~ July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107880 dated June 27, 2002 (“Agreement”) between Transporter and Shipper is amended effective ~~April 01, 2007~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

In accordance with Section 8.A of this Agreement, Shipper and Transporter have agreed to Shippers request to retain 3,409,050 dth of its expiring capacity of 3,409,050 dth, which would have expired on March 31, 2007, through March 31, 2012.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107880
Amendment No: 0717

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. MICHIGAN STREET – PSB-P277
GAS SUPPLY & FINANCE
333 W. EVERETT STREET – A308
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK ~~BOB PLATTETER~~

Telephone: 414-221-2408
Fax: 262-523-7910 414-221-5351

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

~~To replace Section 8. in its entirety with the following:~~

- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

~~Notwithstanding anything to the contrary in Sections 5.A. and 5.B, for the quantities listed in the attached Contract Quantity Exhibit during the primary term hereof, the monthly reservation rate for storage service shall be a combined fixed Deliverability and Capacity rate, listed below, per dth of MSQ divided by twelve. In addition shipper shall be charged a fixed commodity rate, listed below, per dth for injection or withdrawal charges. The fixed rates are as follows:~~

Table 1—Continuing Rates¹

Period	Monthly Reservation Rate (\$/dth/MSQ)	Commodity Rate (\$/dth)
April 1, 2007 through March 31, 2010	\$0.8200	\$0.0126

Table 2—Renewal Rates²

Period	Monthly Reservation Rate (\$/dth/MSQ)	Commodity Rate (\$/dth)
April 1, 2007 through March 31, 2012	\$0.9880	\$0.0126

¹From 4/1/07 through 3/31/08, continuing MSQ quantities are 3,035,550 dth. Commencing 4/1/08, continuing quantities include all quantities currently set forth on the Primary Route Exhibit.

²The renewal MSQ quantity for the period 4/1/07 through 3/31/08 are 3,409,050 dth.

~~Table 3 Combined Average Rates³~~

Period	Monthly Reservation Rate (\$/dth/MSQ)	Commodity Rate (\$/dth)
April 1, 2007 through March 31, 2008	\$0.9089	\$0.0126
April 1, 2008 through March 31, 2009	\$0.9280	\$0.0126
April 1, 2009 through March 31, 2010	\$0.9574	\$0.0126
April 1, 2010 through March 31, 2012	\$0.9880	\$0.0126

~~This rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are only surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper and similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandatory by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.~~

B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

Contract No: 107880
Amendment No: 0717

D. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

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

WISCONSIN GAS LLC

"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY

"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 27, 2002
Amendment Date: ~~April 13, 2011~~ July 19,

Effective Start: April 01, ~~2011~~ 2012
Effective End: March 31, ~~2012~~ 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	2523500
Base Maximum Daily Withdrawal Quantity (BMDWQ)	50470
Base Maximum Daily Injection Quantity (BMDIQ)	14420
Cyclability	3583370

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	MDWQ/MDIQ
504701	- 2523500	W1	MDWQ 1 50470
378526	- 504700	W2	MDWQ 2 45423
252351	- 378525	W3	MDWQ 3 40376
126176	- 252350	W4	MDWQ 4 35329
0	- 126175	W5	MDWQ 5 30282
0	- 2271150	I1	MDIQ 1 14420
2271151	- 2523500	I2	MDIQ 2 11536

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107880
Rate Schedule: FSS
Contract Date: June 27, 2002
Amendment Date: April 13, 2011 July 19,

Effective Start: April 01, 2011
Effective End: March 31, 2012

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	4187150
Base Maximum Daily Withdrawal Quantity (BMDWQ)	83743
Base Maximum Daily Injection Quantity (BMDIQ)	23927
Cyclability	5945753

Ratchet		Ratchet		Ratchet	
Thresholds					
From	To	Levels		MDWQ/MDIQ	
837431	4187150	W1	MDWQ_1	83743	
628074	837430	W2	MDWQ_2	75369	
418716	628073	W3	MDWQ_3	66994	
209359	418715	W4	MDWQ_4	58620	
0	209358	W5	MDWQ_5	50246	
0	3768435	I1	MDIQ_1	23927	
3768436	4187150	I2	MDIQ_2	19142	

W=Withdrawal ;I=Injection

AMENDMENT

Date: ~~October 11, 2006~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107881 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2007~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

In accordance with 8.A of this Agreement, Shipper and Transporter have agreed to Shipper’s request to retain 1,047,750 dth of its expiring capacity of 1,047,750 dth, which would have expired on March 31, 2007, through March 31, 2012.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107881
Amendment No: 0718

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. MICHIGAN STREET - PSB-P277
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET - A308~~
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK ~~BOB PLATTETER~~

Telephone: 414-221-2408
Fax: 262-523-7910 414-221-5351

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

To replace Section 8. in its entirety with the following:

A. The rate for storage service shall be a Fixed Deliverability rate of \$2.0400 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

In accordance with 8.A of this Agreement, Shipper and Transporter have agreed to Shipper's request to retain 102,740 dth of its expiring capacity of 102,740 dth, which would have expired on March 31, 2009, through March 31, 2010. An updated Primary Route Exhibit reflecting this change is attached.

B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

Contract No: 107881
Amendment No: 0718

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107881
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: ~~April 13, 2011~~ July 22,

Effective Start: April 01, ~~2011~~ 2012
Effective End: March 31, ~~2012~~ 2020

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	613680
Base Maximum Daily Withdrawal Quantity (BMDWQ)	30684
Base Maximum Daily Injection Quantity (BMDIQ)	3506
Cyclability	613680

Ratchet Thresholds			Ratchet	Ratchet
<u>From</u>		<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
122737	-	613680	W1 MDWQ_1	30684
92053	-	122736	W2 MDWQ_2	27616
61369	-	92052	W3 MDWQ_3	24547
30685	-	61368	W4 MDWQ_4	21479
0	-	30684	W5 MDWQ_5	18410
0	-	552312	I1 MDIQ_1	3506
552313	-	613680	I2 MDIQ_2	2805

W=Withdrawal ;I=Injection

Contract No: 109225
Amendment No: 0513

AMENDMENT

Date: ~~October 08, 2006~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109225 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2007~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109225
Amendment No: 0513

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.

- 2) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN STREET – PSB-P277
~~GAS SUPPLY & FINANCE~~
~~333 W. EVERETT STREET – A308~~
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK ~~BOB PLATTETER~~

Telephone: 414-221-2408
Fax: 262-523-7910 414-221-5351

3) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

To replace Section 8. in its entirety with the following:

- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

~~The fixed rate for storage service April 1, 2007 to March 31, 2012 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff~~

- B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

Contract No: 109225
Amendment No: 0513

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

**WISCONSIN ELECTRIC POWER COMPANY
"Shipper"**

By: _____

Title: _____

Date: _____

**ANR PIPELINE COMPANY
"Transporter"**

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109225
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date: ~~April 13, 2011~~ July 22,

Effective Start: April 01, ~~2011~~ 2012
 Effective End: March 31, ~~2012~~ 2020

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1512375
Base Maximum Daily Withdrawal Quantity (BMDWQ)	20165
Base Maximum Daily Injection Quantity (BMDIQ)	8641
Cyclability	2147573

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
302476	- 1512375	W1	MDWQ_1 20165
226857	- 302475	W2	MDWQ_2 18149
151239	- 226856	W3	MDWQ_3 16132
75620	- 151238	W4	MDWQ_4 14116
0	- 75619	W5	MDWQ_5 12099
0	- 1361138	I1	MDIQ_1 8641
1361139	- 1512375	I2	MDIQ_2 6913

W=Withdrawal; I=Injection

AMENDMENT

Date: ~~October 08, 2006~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109226 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2007~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109226
Amendment No: 0514

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002-2761
Attention: COMMERCIAL SERVICES
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5351~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETERGLORIA GRABARCZYK

Telephone: 414-221-2895
Fax: ~~414-221-5351~~262-523-7910

4) Shipper and Transporter have agreed to Amend Section 8. FURTHER AGREEMENT as follows:
To replace Section 8. in its entirety with the following:

- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.0400 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
~~The fixed rate for storage service April 01, 2007 to March 31, 2012 shall be a Deliverability rate of \$ 2.0400 per dth per month for MDWQ, and a Capacity rate of \$ 0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.~~
- B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

Contract No: 109226
Amendment No: 0514

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

**WISCONSIN ELECTRIC POWER COMPANY
"Shipper"**

By: _____

Title: _____

Date: _____

**ANR PIPELINE COMPANY
"Transporter"**

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109226

Rate Schedule: FSS

Contract Date: April 21, 2003

Amendment Date: ~~April 13, 2011~~ July 22,

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: April 01, ~~2011~~ 2012

Effective End: March 31, ~~2012~~ 2020

Seasonal Service

Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	574720
Base Maximum Daily Withdrawal Quantity (BMDWQ)	28736
Base Maximum Daily Injection Quantity (BMDIQ)	3284
Cyclability	574720

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
114945	- 574720	W1 MDWQ_1	28736
86209	- 114944	W2 MDWQ_2	25862
57473	- 86208	W3 MDWQ_3	22989
28737	- 57472	W4 MDWQ_4	20115
0	- 28736	W5 MDWQ_5	17242
0	- 517248	I1 MDIQ_1	3284
517249	- 574720	I2 MDIQ_2	2627

W=Withdrawal; I=Injection

AMENDMENT

Date: ~~October 08, 2006~~ July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109227 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2007~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109227
Amendment No: 0513

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5351~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
~~GAS SUPPLY & FINANCE~~
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: ~~BOB PLATT~~TETERGLORIA GRABARCZYK

Telephone: 414-221-2895
Fax: ~~414-221-5351~~262-523-7910

4) Shipper and Transporter have agreed to Amend Section 8. FURTHER AGREEMENT as follows:
To replace Section 8. in its entirety with the following:

- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
The fixed rate for storage service April 01, 2007 to March 31, 2012 shall be a Deliverability rate of \$ 2.4500 per dth per month for MDWQ, and a Capacity rate of \$ 0.40000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.
 - b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
 - 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.

Contract No: 109227
Amendment No: 0513

- 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
- 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109227
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date: ~~April 13, 2011~~ July 19,

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Effective Start: April 01, ~~2011~~ 2012
 Effective End: March 31, ~~2012~~ 2020

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	857050
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17141
Base Maximum Daily Injection Quantity (BMDIQ)	4898
Cyclability	1217011

Ratchet Thresholds			Ratchet	Ratchet
<u>From</u>		<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
171411	-	857050	W1 MDWQ_1	17141
128559	-	171410	W2 MDWQ_2	15427
85706	-	128558	W3 MDWQ_3	13713
42854	-	85705	W4 MDWQ_4	11999
0	-	42853	W5 MDWQ_5	10285
0	-	771345	I1 MDIQ_1	4898
771346	-	857050	I2 MDIQ_2	3918

W=Withdrawal; I=Injection

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS 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:**
(284B = Section 311; 284G = Blanket)

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service**

3. **CONTRACT QUANTITIES:**

Contracts Quantities- 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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

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 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 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 GEMStm. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

8. FURTHER AGREEMENT:

A. The rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

B. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:

- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:

- a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.
 - b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Date: July 22, 2011

Contract No.: 118552

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

SHIPPER: WISCONSIN GAS LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Agent and Attorney-in-Fact _____

Date: _____

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

Contract No: 118552
Rate Schedule: FSS
Contract Date: July 22, 2011
Amendment Date:

Effective Start: April 01, 2012
Effective End: March 31, 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1663650
Base Maximum Daily Withdrawal Quantity (BMDWQ)	33273
Base Maximum Daily Injection Quantity (BMDIQ)	9507
Cyclability	2362383

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
332731	- 1663650	W1 MDWQ_1	33273
249549	- 332730	W2 MDWQ_2	29946
166366	- 249548	W3 MDWQ_3	26618
83184	- 166365	W4 MDWQ_4	23291
0	- 83183	W5 MDWQ_5	19964
0	- 1497285	I1 MDIQ_1	9507
1497286	- 1663650	I2 MDIQ_2	7606

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: ~~August 13, 2009~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 107877 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, ~~2010~~ 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107877
Amendment No: 0506

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN GAS LLC
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5351~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETERGLORIA GRABARCZYK

Telephone: 414-221-2895
Fax: ~~414-221-5351~~262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4,858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

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

~~A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.~~

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

~~C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4,8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a~~

~~uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.~~

~~D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path or (ii) Shipper changes the Primary Receipt Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~

~~E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.~~

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Contract No: 107877
Amendment No: 0506

E. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. above provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~August 13, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~August 13, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	27093	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	27093	0
139255 WISC GAS-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	27093	0
139255 WISC GAS-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~August 13, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	27093	0
139255 WISC GAS-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	49000	0
139255 WISC GAS-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139255 WISC GAS-GRP 1 TO: March 31, 2006	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107877
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~August 13, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2005	0	71564	0
139255 WISC GAS-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: December 01, 2003	139255 WISC GAS-GRP 1 TO: March 31, 2004	0	143290	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139255 WISC GAS-GRP 1 TO: November 30, 2003	0	175761	0

AMENDMENT

Date: ~~October 10, 2006~~ July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 107879 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, ~~2007~~ 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107879
Amendment No: 0718

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN GAS LLC
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5351~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
~~GAS SUPPLY & FINANCE~~
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: ~~BOB PLATT~~TETERGLORIA GRABARCZYK

Telephone: 414-221-2895
Fax: ~~414-221-5351~~262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

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

~~A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{sm} that it has agreed otherwise.~~

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

~~C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a~~

~~uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.~~

~~D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path or (ii) Shipper changes the Primary Receipt Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~

~~E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.~~

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Contract No: 107879
Amendment No: 0718

- E. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. above provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.
- F. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~

Contract No: 107879
Amendment No: 0718

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~October 10, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2019 TO: March 31, 2020</u>				
153808	139255	0	0	21678
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2019 TO: October 31, 2019</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2018 TO: March 31, 2019</u>				
153808	139255	0	0	21678
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2018 TO: October 31, 2018</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2017 TO: March 31, 2018</u>				
153808	139255	0	0	21678
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2017 TO: October 31, 2017</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2016 TO: March 31, 2017</u>				
153808	139255	0	0	21678
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2016 TO: October 31, 2016</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2015 TO: March 31, 2016</u>				
153808	139255	0	0	21678
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2015 TO: October 31, 2015</u>				

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~October 10, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	21678
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	31254
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	0	0
139255 WISC GAS-GRP 1 FROM: August 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	31223

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~October 10, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: July 31, 2010	0	0	31214
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	0	0
139255 WISC GAS-GRP 1 FROM: April 03, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	31372
139255 WISC GAS-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: April 02, 2009	0	0	31296
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	39831
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	48268
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	48415

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107879
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~October 10, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139255 WISC GAS-GRP 1 TO: March 31, 2006	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	48655
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2005	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	48719
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139255 WISC GAS-GRP 1 TO: March 31, 2004	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: October 31, 2003	0	0	57253

Contract No: 107899
Amendment No: 4419

AMENDMENT

Date: ~~April 16, 2009~~ July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107899 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~November 01, 2010~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. TERM OF AGREEMENT in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. RATES in its entirety with the following:

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

Contract No: 107899
Amendment No: 419

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5354~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
~~GAS SUPPLY & FINANCE~~
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: ~~BOB PLATT~~TETER GLORIA GRABARCZYK

Telephone: 414-221-2895
Fax: ~~414-221-5354~~262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

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

~~A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_™ that it has agreed otherwise.~~

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

~~C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another~~

~~regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 5.C due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 5.C.~~

~~D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path or (ii) Shipper changes the Primary Receipt Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~

~~E. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.~~

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

- E. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. above provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

- F. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~April 16, 2009~~ July 19,

153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2020</u>	<u>TO: March 31, 2021</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2020</u>	<u>TO: October 31, 2020</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2019</u>	<u>TO: March 31, 2020</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2019</u>	<u>TO: October 31, 2019</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2018</u>	<u>TO: March 31, 2019</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2018</u>	<u>TO: October 31, 2018</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2017</u>	<u>TO: March 31, 2018</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2017</u>	<u>TO: October 31, 2017</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2016</u>	<u>TO: March 31, 2017</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2016</u>	<u>TO: October 31, 2016</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2015</u>	<u>TO: March 31, 2016</u>			

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~April 16, 2009~~ July 19,

139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2015</u>	<u>TO: October 31, 2015</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2014</u>	<u>TO: March 31, 2015</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2014</u>	<u>TO: October 31, 2014</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2013</u>	<u>TO: March 31, 2014</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2013</u>	<u>TO: October 31, 2013</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2012</u>	<u>TO: March 31, 2013</u>			
139256	153808	0	0	12478
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2012</u>	<u>TO: October 31, 2012</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2011</u>	<u>TO: March 31, 2012</u>			
139256	153808	0	0	17411
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2011</u>	<u>TO: October 31, 2011</u>			
153808	139256	0	0	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2010</u>	<u>TO: March 31, 2011</u>			
139256	153808	0	0	17393
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: August 01, 2010</u>	<u>TO: October 31, 2010</u>			

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~April 16, 2009~~ July 19,

139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: July 31, 2010	0	0	17388
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	0	0
139256 WISC EPC-GRP 1 FROM: April 03, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	17476
139256 WISC EPC-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: April 02, 2009	0	0	17434
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	22034
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	26267
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	26346
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	0	0
139256	153808	0	0	26476

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011

Contract No: 107899
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~April 16, 2009~~ July 19,

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

WISC EPC-GRP 1 FROM: April 01, 2005	ANRPL STORAGE FACILITIES TO: October 31, 2005			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: March 31, 2005	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	26512
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2004	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: October 31, 2003	0	0	30846

AMENDMENT

Date: ~~August 13, 2009~~ August 23, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

NNS Contract No. 107997 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2010~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Delivery Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN GAS LLC
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5351~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. MICHIGAN STREET - PSB-P277
~~333 W. EVERETT STREET - A308~~
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK~~BOB PLATTETER~~

Telephone: 414-221-2408
Fax: ~~414-221-5351~~262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route No Notice Entitlement as listed in the attached Primary Route Exhibit shall be a Monthly Reservation Rate of \$6.2500 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.2205 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge.

~~For the period April 01, 2010 to March 31, 2011, the rate for the Primary Route No Notice Entitlement as listed in the attached Primary Route Exhibit shall be a fixed Monthly Reservation Rate of \$6.2500 per dth and a fixed Commodity Rate of \$0.0150 not to exceed Transporter's Maximum Tariff Reservation and Commodity Rate.~~

B. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~As to each of the expiring seasonal quantities set forth in the Primary Delivery Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.~~

C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY DELIVERY EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
 23, 2011

Contract No: 107995
 Rate Schedule: NNS
 Contract Date: June 27, 2002
 Amendment Date: ~~August 13, 2009~~ August

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139255	WISC GAS-GRP 1	
FROM: April 01, 2012	TO: March 31, 2020	29762
GROUP TOTAL		29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2011	TO: March 31, 2012	29762
GROUP TOTAL		29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2010	TO: March 31, 2011	29762
GROUP TOTAL		29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2009	TO: March 31, 2010	29762
GROUP TOTAL		29762
139255	WISC GAS-GRP 1	
FROM: April 01, 2008	TO: March 31, 2009	41866
GROUP TOTAL		41866
139255	WISC GAS-GRP 1	
FROM: April 01, 2007	TO: March 31, 2008	37243
GROUP TOTAL		37243
139255	WISC GAS-GRP 1	
FROM: April 01, 2006	TO: March 31, 2007	32620
GROUP TOTAL		32620
139255	WISC GAS-GRP 1	
FROM: April 01, 2005	TO: March 31, 2006	32620
GROUP TOTAL		32620

PRIMARY DELIVERY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

23, 2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107995

Rate Schedule: NNS

Contract Date: June 27, 2002

Amendment Date: ~~August 13, 2009~~ August

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139255	WISC GAS-GRP 1	
FROM: April 01, 2004	TO: March 31, 2005	32620
	GROUP TOTAL	32620
139255	WISC GAS-GRP 1	
FROM: January 01, 2004	TO: March 31, 2004	32620
	GROUP TOTAL	32620
139255	WISC GAS-GRP 1	
FROM: November 01, 2003	TO: December 31, 2003	52455
	GROUP TOTAL	52455
139255	WISC GAS-GRP 1	
FROM: July 01, 2003	TO: October 31, 2003	52455
	GROUP TOTAL	52455
139255	WISC GAS-GRP 1	
FROM: June 16, 2003	TO: June 30, 2003	32620
	GROUP TOTAL	32620
139255	WISC GAS-GRP 1	
FROM: April 01, 2003	TO: June 15, 2003	22620
	GROUP TOTAL	22620

AMENDMENT

Date: ~~August 13, 2009~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

NNS Contract No. 107997 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2010~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Delivery Exhibit reflecting this change is attached.

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: ~~TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908
~~414-221-5351~~

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910
~~333 W. EVERETT ST. A308~~
~~MILWAUKEE, WI 53290-0001~~
Attention: ~~BOB PLATTETER~~
Telephone: ~~414-221-2895~~
Fax: ~~414-221-5351~~

4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

A. The rate for the Primary Route No Notice Entitlement as listed in the attached Primary Route Exhibit shall be a Monthly Reservation Rate of \$6.2500 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.2205 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge.

~~A. For the period April 01, 2010 to March 31, 2011, the rate for the Primary Route No Notice Entitlement as listed in the attached Primary Route Exhibit shall be a fixed Monthly Reservation Rate of \$6.2500 per dth and a fixed Commodity Rate of \$0.0150 not to exceed Transporter's Maximum Tariff Reservation and Commodity Rate.~~

B. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~As to each of the expiring seasonal quantities set forth in the Primary Delivery Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.~~

C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY DELIVERY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997

Rate Schedule: NNS

Contract Date: June 27, 2002

Amendment Date: ~~August 13, 2009~~ July 22,

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139256	WISC EPC-GRP 1	
FROM: April 01, 2012	TO: March 31, 2020	27159
	GROUP TOTAL	27159
139256	WISC EPC-GRP 1	
FROM: April 01, 2011	TO: March 31, 2012	27159
	GROUP TOTAL	27159
139256	WISC EPC-GRP 1	
FROM: April 01, 2010	TO: March 31, 2011	27159
	GROUP TOTAL	27159
139256	WISC EPC-GRP 1	
FROM: April 01, 2009	TO: March 31, 2010	27159
	GROUP TOTAL	27159
139256	WISC EPC-GRP 1	
FROM: April 01, 2008	TO: March 31, 2009	27159
	GROUP TOTAL	27159
139256	WISC EPC-GRP 1	
FROM: April 01, 2007	TO: March 31, 2008	24670
	GROUP TOTAL	24670
139256	WISC EPC-GRP 1	
FROM: April 01, 2006	TO: March 31, 2007	22180
	GROUP TOTAL	22180
139256	WISC EPC-GRP 1	
FROM: April 01, 2005	TO: March 31, 2006	22180
	GROUP TOTAL	22180

PRIMARY DELIVERY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107997
Rate Schedule: NNS
Contract Date: June 27, 2002
Amendment Date: ~~August 13, 2009~~ July 22,

Primary Delivery Location No.	Primary Delivery Location Name	MDQ (DTH)
139256	WISC EPC-GRP 1	
FROM: April 01, 2004	TO: March 31, 2005	22180
	GROUP TOTAL	22180
139256	WISC EPC-GRP 1	
FROM: June 16, 2003	TO: March 31, 2004	22180
	GROUP TOTAL	22180
139256	WISC EPC-GRP 1	
FROM: April 01, 2003	TO: June 15, 2003	12180
	GROUP TOTAL	12180

AMENDMENT

Date: ~~October 11, 2006~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 109210 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2007~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109210
Amendment No: 0513

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908~~414-221-5351~~

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. MICHIGAN STREET - PSB-P277
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET - A308~~
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK~~BOB PLATTETER~~

Telephone: 414-221-2408
Fax: 262-523-7910~~414-221-5351~~

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

To replace Section 8. in its entirety with the following:

A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.4500 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.0132 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

~~The fixed rate for storage service April 1, 2007 to March 31, 2012 shall be a Deliverability rate of \$ 2.450 per dth per month for MDWQ, and a Capacity rate of \$ 0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged \$ 0.126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff~~

B. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

C. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

Contract No: 109210
Amendment No: ~~05~~13

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 109210
Rate Schedule: FSS
Contract Date: April 21, 2003
Amendment Date: ~~April 13, 2011~~ July 22,

Effective Start: April 01, ~~2011~~ 2012
Effective End: March 31, ~~2012~~ 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	579700
Base Maximum Daily Withdrawal Quantity (BMDWQ)	11594
Base Maximum Daily Injection Quantity (BMDIQ)	3313
Cyclability	823174

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>		<u>To</u>		<u>Levels</u>	<u>MDWQ/MDIQ</u>
115941	-	579700	W1	MDWQ_1	11594
86956	-	115940	W2	MDWQ_2	10435
57971	-	86955	W3	MDWQ_3	9275
28986	-	57970	W4	MDWQ_4	8116
0	-	28985	W5	MDWQ_5	6956
0	-	521730	I1	MDIQ_1	3313
521731	-	579700	I2	MDIQ_2	2650

W=Withdrawal; I=Injection

AMENDMENT

Date: ~~October 11, 2006~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 109210 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2007~~ April 1, 2012 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109211
Amendment No: 0513

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. MICHIGAN STREET – PSB-P277
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET – A308~~
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK ~~BOB PLATTETER~~

Telephone: 414-221-2408
Fax: 262-523-7910 414-221-5351

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

To replace Section 8. in its entirety with the following:

- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.6000 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$3.5452 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost). The fixed rate for storage service from April 01, 2007 to March 31, 2012 shall be a Deliverability rate of \$ 2.600, and a Capacity rate of \$ 0.4000. In addition, Shipper will be charged \$0.0126/dth for injection or withdrawal charges. Shipper will be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~

Contract No: 109211
Amendment No: 0513

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 109211
Rate Schedule: FSS
Contract Date: April 21, 2003
Amendment Date: ~~March 16, 2011~~ July 22,

Effective Start: April 01, ~~2011~~ 2012
Effective End: March 31, ~~2012~~ 2020

Seasonal Service
Unratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	655380
Base Maximum Daily Withdrawal Quantity (BMDWQ)	65538
Base Maximum Daily Injection Quantity (BMDIQ)	3277
Cyclability	655380

W=Withdrawal; I=Injection

Contract No: 109218
Amendment No: 0405

AMENDMENT

Date: October 12, 2006

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 109218 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 01, ~~2007-2012~~ as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

Transporter and Shipper have agreed to amend Section 4, Term of the Agreement as follows;

~~November 01, 2003 to March 31, 2012~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109218
Amendment No: 0405

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5351~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: ~~BOB PLATT~~TETER GLORIA GRABARCZYK

Telephone: 414-221-2895
Fax: ~~414-221-5351~~262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

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

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. above provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

~~Transporter and Shipper have agreed to delete and replace Section 8, Further Agreement as follows;~~

~~A. The fixed Monthly Reservation rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and Secondary Receipts/Deliveries as listed below shall be \$ 4.858. This rate shall be~~

~~inclusive of Dakota Surcharge, Transition Costs, and any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged a fixed Commodity rate of \$0.0075, as well as ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.~~

~~Secondary Receipts: All Joliet Hub Points
Secondary Deliveries: All Points in Wisconsin~~

- ~~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 ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota Surcharge, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.~~
- ~~C. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~
- ~~D. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.~~
- ~~E. Shipper shall have the right to change Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 8.A. above provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gates stations operated by Shipper and/or Wisconsin Electric Power Company in the state of Wisconsin. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~

Contract No: 109218
Amendment No: 0405

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: ~~October 12, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808	139255	0	43500	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2019 TO: March 31, 2020</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2019 TO: October 31, 2019</u>				
153808	139255	0	43500	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2018 TO: March 31, 2019</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2018 TO: October 31, 2018</u>				
153808	139255	0	43500	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2017 TO: March 31, 2018</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2017 TO: October 31, 2017</u>				
153808	139255	0	43500	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2016 TO: March 31, 2017</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2016 TO: October 31, 2016</u>				
153808	139255	0	43500	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: November 01, 2015 TO: March 31, 2016</u>				
153808	139255	0	0	0
<u>ANRPL STORAGE FACILITIES WISC GAS-GRP 1</u>				
<u>FROM: April 01, 2015 TO: October 31, 2015</u>				

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: ~~October 12, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	43500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: ~~October 12, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139255 WISC GAS-GRP 1 TO: March 31, 2006	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	139255 WISC GAS-GRP 1 TO: October 31, 2005	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 109218
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: ~~October 12, 2006~~ July

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2005	0	76500	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	139376 WISC GAS-GRP 2 TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: March 31, 2004	0	76500	0

Contract No: 109222
Amendment No: 0304

AMENDMENT

Date: ~~October 02, 2006~~ July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 109222 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 01, ~~2007-2012~~ as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2012. An updated Primary Route Exhibit reflecting this change is attached.~~

- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 109222
Amendment No: 0304

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

- 3) Shipper and Transporter have agreed to replace Section 7. **NOTICES** in its entirety with the following:

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
~~Attention: TRANSPORTATION SERVICES~~

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: ~~414-221-5354~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETERGLORIA GRABARCZYK

Telephone: 414-221-2895
Fax: ~~414-221-5354~~262-523-7910

4) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

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

C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. above provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

To replace Section 8. in its entirety with the following:

A. The fixed Monthly Reservation rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be \$ 4.858. This rate shall be inclusive of Dakota Surcharge, Transition Costs, and any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged a fixed Commodity rate of

Contract No: 109222
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~~\$0.0075, as well as ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.~~

~~Receipts: All Joliet Hub Points~~

~~Deliveries: All Points in Wisconsin~~

- ~~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 ETSservice. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota Surcharge, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.~~
- ~~C. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~
- ~~D. If Transporter, in its sole discretion, determines that this agreement is required to be filed with the FERC for approval, the agreement shall be subject to FERC's approval.~~

Contract No: 109222
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~~E. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 8.A. above provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~

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

**WISCONSIN ELECTRIC POWER COMPANY
"Shipper"**

By: _____

Title: _____

Date: _____

**ANR PIPELINE COMPANY
"Transporter"**

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
19, 2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109222

Rate Schedule: ETS

Contract Date: April 21, 2003

Amendment Date: ~~October 02, 2006~~ July

153808	139256	0	48500	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2019</u>	<u>TO: March 31, 2020</u>			
139256	153808	0	0	0
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2019</u>	<u>TO: October 31, 2019</u>			
153808	139256	0	48500	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2018</u>	<u>TO: March 31, 2019</u>			
139256	153808	0	0	0
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2018</u>	<u>TO: October 31, 2018</u>			
153808	139256	0	48500	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2017</u>	<u>TO: March 31, 2018</u>			
139256	153808	0	0	0
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2017</u>	<u>TO: October 31, 2017</u>			
153808	139256	0	48500	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2016</u>	<u>TO: March 31, 2017</u>			
139256	153808	0	0	0
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2016</u>	<u>TO: October 31, 2016</u>			
153808	139256	0	48500	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2015</u>	<u>TO: March 31, 2016</u>			
139256	153808	0	0	0
<u>WISC EPC-GRP 1</u>	<u>ANRPL STORAGE FACILITIES</u>			
<u>FROM: April 01, 2015</u>	<u>TO: October 31, 2015</u>			
153808	139256	0	48500	0
<u>ANRPL STORAGE FACILITIES</u>	<u>WISC EPC-GRP 1</u>			
<u>FROM: November 01, 2014</u>	<u>TO: March 31, 2015</u>			

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
19, 2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109222
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: ~~October 02, 2006~~ July

139256	153808	0	0	0
WISC EPC-GRP 1	ANRPL STORAGE FACILITIES			
FROM: April 01, 2014	TO: October 31, 2014			
153808	139256	0	48500	0
ANRPL STORAGE FACILITIES	WISC EPC-GRP 1			
FROM: November 01, 2013	TO: March 31, 2014			
139256	153808	0	0	0
WISC EPC-GRP 1	ANRPL STORAGE FACILITIES			
FROM: April 01, 2013	TO: October 31, 2013			
153808	139256	0	48500	0
ANRPL STORAGE FACILITIES	WISC EPC-GRP 1			
FROM: November 01, 2012	TO: March 31, 2013			
139256	153808	0	0	0
WISC EPC-GRP 1	ANRPL STORAGE FACILITIES			
FROM: April 01, 2012	TO: October 31, 2012			
153808	139256	0	65500	0
ANRPL STORAGE FACILITIES	WISC EPC-GRP 1			
FROM: November 01, 2011	TO: March 31, 2012			
139256	153808	0	0	0
WISC EPC-GRP 1	ANRPL STORAGE FACILITIES			
FROM: April 01, 2011	TO: October 31, 2011			
153808	139256	0	65500	0
ANRPL STORAGE FACILITIES	WISC EPC-GRP 1			
FROM: November 01, 2010	TO: March 31, 2011			
139256	153808	0	0	0
WISC EPC-GRP 1	ANRPL STORAGE FACILITIES			
FROM: April 01, 2010	TO: October 31, 2010			
153808	139256	0	65500	0
ANRPL STORAGE FACILITIES	WISC EPC-GRP 1			
FROM: November 01, 2009	TO: March 31, 2010			
139256	153808	0	0	0
WISC EPC-GRP 1	ANRPL STORAGE FACILITIES			
FROM: April 01, 2009	TO: October 31, 2009			

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
19, 2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 109222
Rate Schedule: ETS
Contract Date: April 21, 2003
Amendment Date: ~~October 02, 2006~~ July

153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: March 31, 2005	0	65500	0
139256 WISC EPC-GRP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2004	0	65500	0

ETS SERVICE AGREEMENT

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

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

4. **TERM OF AGREEMENT:**

The term of this Agreement shall from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

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 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 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 GEMStm. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

- b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118787

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____ Agent and Attorney-in-Fact

Date: _____

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

Contract No: 118787
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0

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

Contract No: 118787
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	17000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0

ETS SERVICE AGREEMENT

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

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

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

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

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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 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 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 GEMStm. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

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

C. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:

1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:

a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

- b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118789

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Agent and Attorney-in-Fact

Date: _____

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

Contract No: 118789
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139256 WISC EPC-GRP 1 FROM: November 01, 2019	153808 ANRPL STORAGE FACILITIES TO: March 31, 2020	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2018	153808 ANRPL STORAGE FACILITIES TO: March 31, 2019	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2017	153808 ANRPL STORAGE FACILITIES TO: March 31, 2018	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2016	153808 ANRPL STORAGE FACILITIES TO: March 31, 2017	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2015	153808 ANRPL STORAGE FACILITIES TO: March 31, 2016	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	4933

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

Contract No: 118789
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139256 WISC EPC-GRP 1 FROM: November 01, 2014	153808 ANRPL STORAGE FACILITIES TO: March 31, 2015	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2013	153808 ANRPL STORAGE FACILITIES TO: March 31, 2014	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	4933
139256 WISC EPC-GRP 1 FROM: November 01, 2012	153808 ANRPL STORAGE FACILITIES TO: March 31, 2013	0	0	0
139256 WISC EPC-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	4933

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS 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:
(284B = Section 311; 284G = Blanket)**

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be extended from April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.

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 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 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 GEMS_{tm}. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

- b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118793

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

SHIPPER: WISCONSIN GAS LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Agent and Attorney-in-Fact

Date: _____

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

Contract No: 118793
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0

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

Contract No: 118793
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	33000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN GAS 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:**
(284B = Section 311; 284G = Blanket)

284G

2. **RATE SCHEDULE: Enhanced Transportation Service (ETS)**

3. **CONTRACT QUANTITIES:**

Primary Routes - see Exhibit attached hereto.

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

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 Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b) if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s) associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be April 1, 2012 through March 31, 2013 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2020.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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 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 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 GEMStm. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

Telephone: 414-221-5345
Fax: 262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 262-523-7910

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Shipper and Transporter have agreed to reduction rights pursuant to Transporter's FERC Gas Tariff Part 6.32.5 as follows:
- 1) Using 2011-12 firm sales service peak day requirements for service areas served by Transporter as filed with the Public Service Commission of Wisconsin in Shippers' Gas Supply Plan, reduction rights will be limited to 105% of the reduction in peak day service requirements for those same service areas as filed by Shipper in subsequent Gas Supply Plans. Such reduction rights shall in no case exceed:
 - a.) For Storage Service Year April 2012 to March 2013 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ from existing levels in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2011.

- b.) For Storage Service Year April 2013 to March 2014 winter citygate deliveries will be reduced by no more than 15,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2012.
 - c.) For Storage Service Year April 2014 to March 2015 winter citygate deliveries will be reduced by no more than 20,000 Dth/d MDQ in aggregate between contracts No. 118787 and No. 118793. Notification of such reduction will be made by October 1, 2013.
- 2) The affected Service Agreements will be adjusted to reflect the reduced citygate delivery MDQ on the winter storage transport contracts as stated above, with commensurate reductions to the MDWQ, MSQ and MDIQ of the corresponding storage, as well as commensurate MDQ reductions to the corresponding injection transport contracts.
 - 3) If timely service reduction or termination opportunities are available under service agreements with other pipeline service providers that serve areas common with Transporter, Shipper will in good faith select the highest delivered cost service for termination.
 - 4) Any reduction rights set forth above that are foregone by Shipper in one year shall not carry over to future years.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

Date: July 22, 2011

Contract No.: 118794

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

SHIPPER: WISCONSIN GAS LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____ Agent and Attorney-in-Fact

Date: _____

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

Contract No: 118794
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139255 WISC GAS-GRP 1 FROM: November 01, 2019	153808 ANRPL STORAGE FACILITIES TO: March 31, 2020	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2019	153808 ANRPL STORAGE FACILITIES TO: October 31, 2019	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2018	153808 ANRPL STORAGE FACILITIES TO: March 31, 2019	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2018	153808 ANRPL STORAGE FACILITIES TO: October 31, 2018	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2017	153808 ANRPL STORAGE FACILITIES TO: March 31, 2018	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2017	153808 ANRPL STORAGE FACILITIES TO: October 31, 2017	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2016	153808 ANRPL STORAGE FACILITIES TO: March 31, 2017	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2016	153808 ANRPL STORAGE FACILITIES TO: October 31, 2016	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2015	153808 ANRPL STORAGE FACILITIES TO: March 31, 2016	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2015	153808 ANRPL STORAGE FACILITIES TO: October 31, 2015	0	0	9576

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

Contract No: 118794
Rate Schedule: ETS
Contract Date: July 22, 2011
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139255 WISC GAS-GRP 1 FROM: November 01, 2014	153808 ANRPL STORAGE FACILITIES TO: March 31, 2015	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2014	153808 ANRPL STORAGE FACILITIES TO: October 31, 2014	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2013	153808 ANRPL STORAGE FACILITIES TO: March 31, 2014	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2013	153808 ANRPL STORAGE FACILITIES TO: October 31, 2013	0	0	9576
139255 WISC GAS-GRP 1 FROM: November 01, 2012	153808 ANRPL STORAGE FACILITIES TO: March 31, 2013	0	0	0
139255 WISC GAS-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	9576