



March 31, 2010

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

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

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
Negotiated Rate Agreements
Docket No. RP10- -

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”) hereby tenders for filing and acceptance one (1) Rate Schedule FSS (“FSS”), one (1) Rate Schedule ETS (“ETS”), and one (1) Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement (“Agreements”). ANR requests that the Commission approve the Agreements to become effective April 1, 2010. Additionally, ANR is filing four (4) FSS negotiated rate service amendments (“Amendments”). ANR requests that the Commission approve one (1) amendment to become effective April 1, 2010, one (1) amendment to be effective April 1, 2008, and two (2) amendments to be effective April 1, 2009. All Agreements and Amendments are included at Appendix A.

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:

¹ 18 C.F.R. Part 154 (2010).

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

* M. Catharine Davis
Associate General Counsel
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
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Fax (832) 320-5555
E-mail: catharine_davis@transcanada.com

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On May 28, 1999, in Docket No. RP99-301-000,² the Commission approved, subject to conditions, proposed Section 30 of the General Terms and Conditions of ANR's FERC Gas Tariff ("Tariff"), which authorized ANR to enter into negotiated rate agreements with its customers consistent with the Commission's January 31, 1996 Policy Statement.³ The Policy Statement requires pipelines, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction.⁴

With regard to the requirements for negotiated rate filings, the Commission has also stated that "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed by the pipeline's filing."⁵ ANR advises that no undisclosed agreements, etc., are linked to the Agreements or Amendments submitted herein.

Consistent with the Policy Statement, ANR is submitting for filing the Agreements and Amendments (included in Appendix A) as further described below. Other than the below-stated

² ANR Pipeline Company, 87 FERC ¶ 61,241 (1999),

³ Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 (1996) ("Policy Statement").

⁴ Northern Natural Gas Co., 77 FERC ¶ 61,035 at 61,138 (1996).

⁵ Columbia Gulf Transmission Company, 85 FERC ¶ 61,373, at 62,424 (1998).

fixed rates, neither the Agreements nor the Amendments contain any provision that is either non-conforming or a material deviation from its respective Form of Service Agreement in ANR's Tariff.⁶

Agreements

ANR is requesting the Commission approve the following Agreements, all of which become effective April 1, 2010:

- ANR is filing Tenaska Gas Storage, LLC Contract No. 116019 as an FSS negotiated rate agreement because the parties have agreed to fixed rates as follows: 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 shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff.
- ANR is filing Wisconsin Power & Light Co. Contract No. 116064 as an ETS negotiated rate agreement because the parties have agreed to fixed rates as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff, not to exceed the total of ANR's Maximum Reservation, Commodity and applicable surcharge rates.
- ANR is filing DPL Energy, LLC Contract No. 116237 as an FTS-1 negotiated rate agreement because the parties have agreed to fixed rates as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit shall be a Fixed Monthly Reservation Rate of \$0.3600 per dth and Fixed Commodity Rate of \$0.1441. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff.

Amendments

ANR is also requesting that the Commission approve the Amendments discussed below. The original FSS Service Agreements underlying each of the four Amendments previously contained discounted rate provisions and no negotiated rate terms, but the Amendments revise the rates to negotiated rates. Accordingly, ANR is filing the underlying FSS Service Agreements together with

⁶ ANR has elected to report the Agreements and Amendments by filing them in accordance with Section 30.2 of the General Terms and Conditions of its Tariff. The Agreements and Amendments provide all of the information required by Section 30 of ANR's Tariff: (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.

the negotiated rate Amendments. Due to an oversight, ANR failed to file the Amendments to Contract Nos. 110960, 111714 and 111729 with the Commission prior to the Amendments' effective dates and is now requesting approval of these Amendments. During the course of a review of its currently effective service agreements for compliance with the Commission's material deviations policy, ANR discovered that these amendments had not been filed with the Commission. ANR has now implemented internal processes to ensure future amendments are filed timely.

- ANR is filing Wisconsin Power & Light Co. Contract No. 103371 as a negotiated rate agreement effective April 1, 2010 because the parties have agreed to fixed rates as follows: the rate for storage service shall be 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, not to exceed ANR's Maximum Tariff Rates. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges.
- ANR is filing Eagle Energy Partners I, L.P. Contract No. 110960 as a negotiated rate agreement effective April 1, 2008 because the parties have agreed to fixed rates as follows: 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, not to exceed ANR's Maximum Tariff Rates. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges.
- ANR is filing Nexen Marketing U.S.A. Inc. Contract No. 111714 as a negotiated rate agreement effective April 1, 2009 because the parties have agreed to fixed rates as follows: the rate for storage service shall be a Fixed Deliverability rate of \$2.04 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve, and the applicable Commodity rate for injection or withdrawal charges.
- ANR is filing Eagle Energy Partners I, L.P. Contract No. 111729 as a negotiated rate agreement effective April 1, 2009 because the parties have agreed to fixed rates as follows: the rate for storage service shall be a Fixed Deliverability rate of \$2.45 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve, not to exceed ANR's Maximum Tariff Rates. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges.

Effective Date and Request for Waiver

ANR respectfully requests the Commission grant all waivers of its regulations and ANR's Tariff necessary to accept this filing and approve the Agreements and Amendments to become effective as requested herein.

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 18 C.F.R. Section 154.7(a) (1), ANR is submitting an original and five (5) copies of the following items:

- 1) The instant transmittal letter; and
- 2) A paper copy of the Agreements and Amendments (Appendix A).

Certificate of Service

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. Section 385.2010, a copy of this filing, together with all enclosures, is being served upon all jurisdictional customers and interested state regulatory agencies.

Please confirm receipt of this filing by so indicating on the enclosed copy of this filing and returning it to me in the self-addressed, stamped envelope provided.

Respectfully submitted,



John A. Roscher
Director, Rates & Tariffs
ANR Pipeline Company

Enclosures

Appendix A

Negotiated Rate Agreements

<u>Shipper Name</u>	<u>Effective Date</u>	<u>Service Type</u>	<u>Contract No.</u>
Tenaska Gas Storage, LLC	April 1, 2010	FSS	116019
Wisconsin Power & Light Co.	April 1, 2010	ETS	116064
DPL Energy, LLC	April 1, 2010	FTS-1	116237

Negotiated Rate Amendments

<u>Shipper Name</u>	<u>Effective Date</u>	<u>Service Type</u>	<u>Contract No.</u>
Wisconsin Power & Light Co.	April 1, 2010	FSS	103371
Eagle Energy Partners I, L.P.	April 1, 2008	FSS	110960
Nexen Marketing U.S.A., Inc.	April 1, 2009	FSS	111714
Eagle Energy Partners I, L.P.	April 1, 2009	FSS	111729

Date: July 02, 2009

Contract No.: 116019

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and TENASKA GAS STORAGE, 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 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.

Date: July 02, 2009

Contract No.: 116019

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 (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.

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

4. **TERM OF AGREEMENT:**

April 01, 2010 to

March 31, 2012

5. **RATES:**

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

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's 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 02, 2009

Contract No.: 116019

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 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
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

TENASKA GAS STORAGE, LLC
11718 NICHOLAS ST
OMAHA, NE 68154-0000
Attention: JEFF ROHRIG

Telephone: 402-758-6175
Fax: 402-758-6200

INVOICES AND STATEMENTS:

TENASKA GAS STORAGE, LLC
11718 NICHOLAS ST
OMAHA, NE 68154-0000
Attention: DEB INGWERSEN

Telephone: 402-758-6151
Fax: 402-758-6253

Date: July 02, 2009

Contract No.: 116019

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 shall be inclusive any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.
- B. 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.

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: TENASKA GAS STORAGE, LLC

By: _____
 Title: _____
 Date: _____

ja
TKC
 JOHN OBERMILLER
 SENIOR VICE PRESIDENT, FINANCE

TRANSPORTER: ANR PIPELINE COMPANY

By: _____
 Title: _____
 Date: _____

ADB 7-21-09
eb 7/24/09
 Agent and Attorney-in-Fact
 7/27/09

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

Contract No: 116019
 Rate Schedule: FSS
 Contract Date: July 02, 2009
 Amendment Date:

Effective Start: April 01, 2010
 Effective End: March 31, 2012

Annual Service
 Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	1575000
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17500
Base Maximum Daily Injection Quantity (BMDIQ)	9000
Cyclability	2236500

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	MDWQ/MDIQ
315001	- 1575000	W1 MDWQ_1	17500
236251	- 315000	W2 MDWQ_2	15750
157501	- 236250	W3 MDWQ_3	14000
78751	- 157500	W4 MDWQ_4	12250
0	- 78750	W5 MDWQ_5	10500
0	- 1417500	I1 MDIQ_1	9000
1417501	- 1575000	I2 MDIQ_2	7200

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Date: July 30, 2009

Contract No.: 116064

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN POWER & LIGHT 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 Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

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

284G

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

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

April 01, 2010 to

October 31, 2017

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.

Date: July 30, 2009

Contract No.: 116064

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 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
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

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

Telephone: 608-458-3173
Fax: 608-458-3130

Date: July 30, 2009

Contract No.: 116064

INVOICES AND STATEMENTS:

WISCONSIN POWER & LIGHT CO.
4902 N. BILTMORE LANE
P.O. BOX 77007
MADISON, WI 537071007
Attention: ADEWALE ONABULE

Telephone: 608-458-3437
Fax: 608-458-3130

8. FURTHER AGREEMENT:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.
- Secondary Receipt(s): None
Secondary Delivery(ies): None
- 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 (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 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.

Date: July 30, 2009

Contract No.: 116064

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 POWER & LIGHT CO.

By: *Jeff Hicken*

Title: Jeff Hicken

Date: Manager, Gas Trading
and Dispatch

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*

Title: Agent and Attorney-in-Fact

Date: 9/22/09

*RD 9/22/09
LK 9/22/09*

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

Contract No: 116064
Rate Schedule: ETS
Contract Date: July 30, 2009
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	139257 WISC POWER-GRP 1 TO: October 31, 2017	20000	0	0

Date: October 12, 2009

Contract No.: 116237

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and DPL ENERGY, 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:** Firm Transportation Service (FTS - 1) ✓
3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

April 01, 2010 to March 31, 2013 ✓

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,

Date: October 12, 2009

Contract No.: 116237

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 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:

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

DPL ENERGY, LLC
1065 WOODMAN DRIVE
DAYTON, OH 45432
Attention: STEVE HENRY

Telephone: 837-259-7834
Fax: 937-259-7848

Date: October 12, 2009

Contract No.: 116237

INVOICES AND STATEMENTS:

DPL ENERGY, LLC
1065 WOODMAN DRIVE
DAYTON, OH 45432

Attention:

Telephone: 937-259-7890

Fax: 937-259-7926

8. FURTHER AGREEMENT:

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$0.3600 per dth and Fixed Commodity Rate of \$0.1441. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None ✓

Secondary Delivery(ies): None ✓


B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: October 12, 2009

Contract No.: 116237

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: DPL ENERGY, LLC

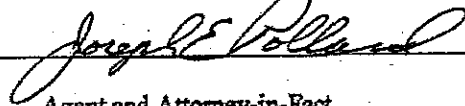
By: 

Title: VICE PRESIDENT COMMERCIAL OPERATIONS

Date: OCTOBER 30, 2009

SW 10/28/2009
RSC 10/29/09
C/W 10/29/09
RUG 10/29/09

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 11/3/09

AS 10-30-09
LD 11-3-09

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

Contract No: 116237
 Rate Schedule: FTS-1
 Contract Date: October 12, 2009
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
124974 LEBANON/FARMERSVILLE FROM: November 01, 2012	295957 LEBANON/TAIT-TETCO TO: March 31, 2013	0	70000	0
124974 LEBANON/FARMERSVILLE FROM: April 01, 2012	295957 LEBANON/TAIT-TETCO TO: October 31, 2012	0	0	140000
124974 LEBANON/FARMERSVILLE FROM: November 01, 2011	295957 LEBANON/TAIT-TETCO TO: March 31, 2012	0	70000	0
124974 LEBANON/FARMERSVILLE FROM: April 01, 2011	295957 LEBANON/TAIT-TETCO TO: October 31, 2011	0	0	140000
124974 LEBANON/FARMERSVILLE FROM: November 01, 2010	295957 LEBANON/TAIT-TETCO TO: March 31, 2011	0	70000	0
124974 LEBANON/FARMERSVILLE FROM: April 01, 2010	295957 LEBANON/TAIT-TETCO TO: October 31, 2010	0	0	140000

Date: Jun 10, 1999

Contract No.: 103371

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN POWER & LIGHT 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. **RATE SCHEDULE:** Firm Storage Service

2. **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.

3. **TERM OF AGREEMENT:**

Jun 01, 1999 to

Mar 31, 2001

4. **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

Date: Jun 10, 1999

Contract No.: 103371

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.

5. **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.

6. **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
500 Renaissance Center
Detroit, Michigan 48243
Attentions: Gas Control (Nominations)
Volume Management (Statements)
Cash Control (Payments)
Customer Administration (All Other Matters)

SHIPPER:

WISCONSIN POWER & LIGHT CO.
222 W WASHINGTON AVE
P.O. Box 192
MADISON, WI 53701-0192
Attention: BILL ZORR

Telephone: 608-252-3976
Fax: 608-252-3130

Date: Jun 10, 1999

Contract No.: 103371

INVOICES AND STATEMENTS:

WISCONSIN POWER & LIGHT CO.
222 W WASHINGTON AVE
P.O. Box 192
MADISON, WI 53701-0192
Attention: NANCY CALDWELL

Telephone: 608-252-5780
Fax: 608-252-3130

NOMINATIONS:

WISCONSIN POWER & LIGHT CO.
222 W WASHINGTON AVE
P.O. Box 192
MADISON, WI 53701-0192
Attention: NANCY CALDWELL

Telephone: 608-252-5780
Fax: 608-252-3130

ALL OTHER MATTERS:

WISCONSIN POWER & LIGHT CO.
222 W WASHINGTON AVE
P.O. Box 192
MADISON, WI 53701-0192
Attention: NANCY CALDWELL

Telephone: 608-252-5780
Fax: 608-252-3130

7. FURTHER AGREEMENT:

- A. For the period of June 1, 1999 through July 31, 1999, the rates for storage service up to the MSQ and MDWQ under this Agreement shall be a Deliverability Rate of \$2.4208 and a Capacity Rate of \$0.4000. In addition, Shipper will be charged the Minimum Commodity Rate for injection and withdrawals.

Date: Jun 10, 1999

Contract No.: 103371

For the period of August 1, 1999 through March 31, 2000, the rates for storage service up to the MSQ and MDWQ under this Agreement shall be a Deliverability Rate of \$2.4597 and a Capacity Rate of \$0.4000. In addition, Shipper will be charged the Minimum Commodity Rate for injection and withdrawals.

For the period of April 1, 2000 through March 31, 2001, the rates for storage service up to the MSQ and MDWQ under this Agreement shall be a Deliverability Rate of \$2.0433 and a Capacity Rate of \$0.4000. In addition, Shipper will be charged the Minimum Commodity Rate for injection and withdrawals.

- B. For the period June 1, 1999 through October 31, 1999, Shipper shall be charged the minimum commodity rate for overrun in excess of the Maximum Daily Injection Quantity.
- C. Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, if "Transporter's Use %", as listed in Transporter's FERC Gas Tariff changes, then Transporter shall make changes to: (a) the MSQ, BMDWQ and BMDIQ 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 and notify Shipper in writing by providing a revised Exhibit(s) for each contract affected.

Date: Jun 10, 1999

Contract No.: 103371

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 POWER & LIGHT CO.

By: Bill Zorr
Bill Zorr
Title: General Manager
Date: Gas Trading & Gas Dispatch

TRANSPORTER: ANR PIPELINE COMPANY

By: John T. Donaldson, Jr.
John T. Donaldson, Jr.
Title: Vice President
Date: FEB 15 2000



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

Contract No: 103371
Rate Schedule: FSS
Contract Date: Jun 10, 1999
Amendment Date:

Effective Start: Jun 01, 1999
Effective End: Mar 31, 2001

Annual Service
Unratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1516530
Base Maximum Daily Withdrawal Quantity (BMDWQ)	10110
Base Maximum Daily Injection Quantity (BMDIQ)	7583
Cyclability	2153473

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 103371
Amendment No: 15

AMENDMENT

Date: July 29, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN POWER & LIGHT CO.

FSS Contract No. 103371 dated June 10, 1999 ("Agreement") between Transporter and Shipper is amended effective April 01, 2010 as follows:

- 1) To extend the term under this Agreement to March 31, 2017
- 2) To reduce the number of days of service from 150 to 75 by increasing the MDWQ to 20,114 Dth/day
- 3) To change to Ratcheted Service. An updated Contract Quantity Exhibit reflecting these changes is attached.
- 4) To add the following to Section 2, Contract Quantities:

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 (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).

- 5) To replace Section 7, Further Agreement in its entirety as follows:

7. FURTHER AGREEMENT (amended and restated in its entirety)

- 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, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

Contract No: 103371
Amendment No: 15

B. 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 POWER & LIGHT CO.

"Shipper"

9/24/09
BT
By: William D. Drury
Title: CEO
Date: 9/24/09

ANR PIPELINE COMPANY

"Transporter"

By: Joseph E. Pollard
Title: Director, - Commercial Services
Date: 9/30/09

20 9/24/09
ES 9/30/09

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

Contract No: 103371
 Rate Schedule: FSS
 Contract Date: June 10, 1999
 Amendment Date: July 29, 2009

Effective Start: April 01, 2010
 Effective End: March 31, 2017

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1508550
Base Maximum Daily Withdrawal Quantity (BMDWQ)	20114
Base Maximum Daily Injection Quantity (BMDIQ)	8620
Cyclability	2142141

Ratchet Thresholds		Ratchet Levels	Ratchet MDWQ/MDIQ
From	To		
301711	- 1508550	W1 MDWQ_1	20114
226284	- 301710	W2 MDWQ_2	18103
150856	- 226283	W3 MDWQ_3	16091
75429	- 150855	W4 MDWQ_4	14080
0	- 75428	W5 MDWQ_5	12068
0	- 1357695	I1 MDIQ_1	8620
1357696	- 1508550	I2 MDIQ_2	6896

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 POWER & LIGHT CO. (Shipper)

Contract No: 103371
Rate Schedule: FSS
Contract Date: June 10, 1999
Amendment Date: July 29, 2009

Effective Start: April 03, 2009
Effective End: March 31, 2010

Annual Service
Unratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	1508550
Base Maximum Daily Withdrawal Quantity (BMDWQ)	10057
Base Maximum Daily Injection Quantity (BMDIQ)	7543
Cyclability	2142141

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 POWER & LIGHT CO. (Shipper)

Contract No: 103371
Rate Schedule: FSS
Contract Date: June 10, 1999
Amendment Date: July 29, 2009

Effective Start: April 01, 2008
Effective End: April 02, 2009

Annual Service
Unratcheted Service

Maximum Storage Quantity (MSQ)
Base Maximum Daily Withdrawal Quantity (BMDWQ)
Base Maximum Daily Injection Quantity (BMDIQ)
Cyclability

MDQ
(Dth)
1507800
10052
7539
2141076

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Date: September 30, 2004

Contract No.: 110960

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and EAGLE ENERGY PARTNERS I, L.P. (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.

4. **TERM OF AGREEMENT:**

April 01, 2005 to

March 31, 2008

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.

Date: September 30, 2004

Contract No.: 110960

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 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
1001 LOUISIANA STREET
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: September 30, 2004

Contract No.: 110960

SHIPPER:

EAGLE ENERGY PARTNERS I, L.P.
7904 NORTH SAM HOUSTON PARKWAY
SUITE 200
HOUSTON, TX 77064
Attention: RICK SMOOT

Telephone: 281-781-0337
Fax: 281-781-0360

INVOICES AND STATEMENTS:

EAGLE ENERGY PARTNERS I, L.P.
7904 NORTH SAM HOUSTON PARKWAY
SUITE 200
HOUSTON, TX 77064
Attention: SHERI TEINERT

Telephone: 281-781-0344
Fax:

8. FURTHER AGREEMENT:

The rate for storage service shall be a Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Capacity rate of \$0.2115 per dth per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. 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.

Date: September 30, 2004

Contract No.: 110960

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: EAGLE ENERGY PARTNERS I, L.P.

By: *[Signature]*
Title: Director
Date: 12/21/04

TRANSPORTER: ANR PIPELINE COMPANY

By: *[Signature]*
Title: Agent and Attorney-in-Fact
Date: 1/6/05

[Handwritten initials]
pk 12/30/04

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EAGLE ENERGY PARTNERS I, L.P. (Shipper)

Contract No: 110960
Rate Schedule: FSS
Contract Date: September 30, 2004
Amendment Date:

Effective Start: April 01, 2005
Effective End: March 31, 2008

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3582291
Base Maximum Daily Withdrawal Quantity (BMDWQ)	39401
Base Maximum Daily Injection Quantity (BMDIQ)	20470
Cyclability	5086853

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	<u>MDWQ/MDIQ</u>
716459	- 3582291	W1 MDWQ_1	39401
537345	- 716458	W2 MDWQ_2	35461
358230	- 537344	W3 MDWQ_3	31521
179116	- 358229	W4 MDWQ_4	27581
0	- 179115	W5 MDWQ_5	23641
0	- 3224062	I1 MDIQ_1	20470
3224063	- 3582291	I2 MDIQ_2	16376

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 110960
Amendment No: 01

AMENDMENT

Date: January 25, 2007

"Transporter": ANR PIPELINE COMPANY

"Shipper": EAGLE ENERGY PARTNERS I, L.P.

FSS Contract No. 110960 dated September 30, 2004 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2014. An updated Primary Route Exhibit reflecting this change is attached.
- 2) To replace Further Agreement Section 8 in its entirety with the following:
The rate for storage service shall be a Fixed Deliverability rate of \$2.45 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.
- 3) 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: 110960
Amendment No: 01

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

EAGLE ENERGY PARTNERS L.L.P.
"Shipper"

By: *[Signature]*
Title: _____
Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: *[Signature]*
Title: Agent and Attorney-in-Fact
Date: 3/2/07

AD3 2-22-07
Ed 3/5/07

CONTRACT QUANTITY EXHIBIT
 To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND EAGLE ENERGY PARTNERS I, L.P. (Shipper)

Contract No: 110960
 Rate Schedule: FSS
 Contract Date: September 30, 2004
 Amendment Date: January 25, 2007

Effective Start: April 01, 2006
 Effective End: March 31, 2014

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	3582291
Base Maximum Daily Withdrawal Quantity (BMDWQ)	39401
Base Maximum Daily Injection Quantity (BMDIQ)	20470
Cyclability	5086853

Ratchet Thresholds		Ratchet		Ratchet
From	To	Levels	<u>MDWQ/MDIQ</u>	
716459	- 3582291	W1	MDWQ_1	39401
537345	- 716458	W2	MDWQ_2	35461
358230	- 537344	W3	MDWQ_3	31521
179116	- 358229	W4	MDWQ_4	27581
0	- 179115	W5	MDWQ_5	23641
0	- 3224062	I1	MDIQ_1	20470
3224063	- 3582291	I2	MDIQ_2	16376

W=Withdrawal ; I=Injection

Date: June 06, 2005

Contract No.: 111714

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NEXEN MARKETING U.S.A. INC. (Shipper).

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

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

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

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: June 06, 2005

Contract No.: 111714

4. TERM OF AGREEMENT:

April 01, 2006 to

March 31, 2009

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: June 06, 2005

Contract No.: 111714

TRANSPORTER:

ANR PIPELINE COMPANY
1001 LOUISIANA STREET
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: MERRILL SCHMITT

Telephone: 403-699-4090
Fax: 403-699-5752

INVOICES AND STATEMENTS:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: GAS ACCOUNTING

Telephone: 403-699-4028
Fax: 403-699-5705

8. FURTHER AGREEMENT:

- (A) The rate for storage service shall be a Deliverability rate of \$1.8400 per dth per month for MDWQ, and a Capacity rate of \$0.3495 per dth per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

Date: June 06, 2005

Contract No.: 111714

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: NEXEN MARKETING U.S.A. INC.

By:  Chris Camrond

Title: Director, Marketing & Structured Products

Date: June 30, 2005

TRANSPORTER: ANR PIPELINE COMPANY

By:  Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 9/2/05

*APR 5/31/05
JEP 9/1/05*

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NEXEN MARKETING U.S.A. INC. (Shipper)

Contract No: 111714
Rate Schedule: FSS
Contract Date: June 06, 2005
Amendment Date:

Effective Start: April 01, 2006
Effective End: March 31, 2009

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	2023020
Base Maximum Daily Withdrawal Quantity (BMDWQ)	22478
Base Maximum Daily Injection Quantity (BMDIQ)	11560
Cyclability	2872688

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
404605	- 2023020	W1 MDWQ_1	22478
303454	- 404604	W2 MDWQ_2	20230
202303	- 303453	W3 MDWQ_3	17982
101152	- 202302	W4 MDWQ_4	15735
0	- 101151	W5 MDWQ_5	13487
0	- 1820718	I1 MDIQ_1	11560
1820719	- 2023020	I2 MDIQ_2	9248

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 111714
Amendment No: 03

AMENDMENT

Date: July 17, 2007

"Transporter": ANR PIPELINE COMPANY

"Shipper": NEXEN MARKETING U.S.A. INC.

FSS Contract No. 111714 dated June 06, 2005 ("Agreement") between Transporter and Shipper is amended effective April 01, 2009 as follows:

3. **CONTRACT QUANTITIES:** (Restated in its entirety)

Shipper and Transporter have agreed to change the Base Maximum Daily Withdrawal Quantity (BMDWQ) from 22,444 Dth to 26,933 Dth. An updated Primary Route Exhibit reflecting this change is attached.

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.

4. **TERM OF AGREEMENT:**

Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2016. An updated Primary Route Exhibit reflecting this change is attached.

8. **FURTHER AGREEMENT:** (Restated in its entirety)

- A. The rate for storage service shall be a Fixed Deliverability rate of \$2.04 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve, and the applicable Commodity rate for injection or withdrawal charges. In addition, Shipper shall be charged Transporter's Use (Fuel %) and Electric Power Cost (EPC) in accordance with Transporter's FERC Gas Tariff.
- B. 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: 111714
Amendment No: 03

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

NEXEN MARKETING U.S.A. INC.
"Shipper"

By:

Title:

Date:

~~_____~~ *Chris J. Camirand*
Director, Marketing + Structured Products
July 31, 2007

ANR PIPELINE COMPANY
"Transporter"

By:

Title:

Date:

Joseph Pollard
Agent and Attorney-in-Fact
8/6/07

adc 8/2/07
CS 8/6/07

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NEXEN MARKETING U.S.A. INC. (Shipper)

Contract No: 111714
Rate Schedule: FSS
Contract Date: June 06, 2005
Amendment Date: July 17, 2007

Effective Start: April 01, 2009
Effective End: March 31, 2016

Seasonal Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	2019960
Base Maximum Daily Withdrawal Quantity (BMDWQ)	26933
Base Maximum Daily Injection Quantity (BMDIQ)	11543
Cyclability	2019960

<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>
403993	- 2019960	W1	MDWQ_1 26933
302995	- 403992	W2	MDWQ_2 24240
201997	- 302994	W3	MDWQ_3 21546
100999	- 201996	W4	MDWQ_4 18853
0	- 100998	W5	MDWQ_5 16160
0	- 1817964	I1	MDIQ_1 11543
1817965	- 2019960	I2	MDIQ_2 9234

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NEXEN MARKETING U.S.A. INC. (Shipper)

Contract No: 111714
Rate Schedule: FSS
Contract Date: June 06, 2005
Amendment Date: July 17, 2007

Effective Start: April 01, 2006
Effective End: March 31, 2009

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	2019960
Base Maximum Daily Withdrawal Quantity (BMDWQ)	22444
Base Maximum Daily Injection Quantity (BMDIQ)	11543
Cyclability	2019960

<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>
403993	- 2019960	W1 MDWQ_1	22444
302995	- 403992	W2 MDWQ_2	20200
201997	- 302994	W3 MDWQ_3	17955
100999	- 201996	W4 MDWQ_4	15711
0	- 100998	W5 MDWQ_5	13466
0	- 1817964	I1 MDIQ_1	11543
1817965	- 2019960	I2 MDIQ_2	9234

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Date: June 14, 2005

Contract No.: 111729

FSS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and EAGLE ENERGY PARTNERS I, L.P. (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.

4. **TERM OF AGREEMENT:**

April 01, 2006 to

March 31, 2009

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.

Date: June 14, 2005

Contract No.: 111729

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through 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
1001 LOUISIANA STREET
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: June 14, 2005

Contract No.: 111729

SHIPPER:

EAGLE ENERGY PARTNERS I, L.P.
7904 NORTH SAM HOUSTON PARKWAY
SUITE 200
HOUSTON, TX 77064

Attention: RICK SMOOT

Telephone: 281-781-0337

Fax: 281-781-0360

INVOICES AND STATEMENTS:

EAGLE ENERGY PARTNERS I, L.P.
7904 NORTH SAM HOUSTON PARKWAY
SUITE 200
HOUSTON, TX 77064

Attention: SHERI TEINERT

Telephone: 281-781-0344

Fax:

8. FURTHER AGREEMENT:

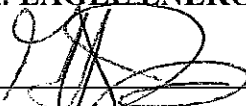
The rate for storage service shall be a Deliverability rate of \$2.0145 per dth per month for MDWQ, and a Capacity rate of \$0.3950 per dth per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged a Commodity rate of \$.0126/dth for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

Date: June 14, 2005

Contract No.: 111729

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: EAGLE ENERGY PARTNERS I, L.P.

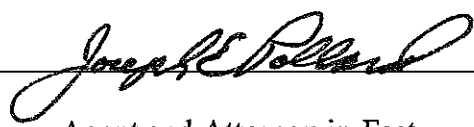
By: 

Title: Member

Date: 6/15/05

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TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 6/21/05

AD3 6/20/05
CW 6/20/05

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EAGLE ENERGY PARTNERS I, L.P. (Shipper)

Contract No: 111729
Rate Schedule: FSS
Contract Date: June 14, 2005
Amendment Date:

Effective Start: April 01, 2006
Effective End: March 31, 2009

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	8102340
Base Maximum Daily Withdrawal Quantity (BMDWQ)	90026
Base Maximum Daily Injection Quantity (BMDIQ)	46299
Cyclability	11505323

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
1620469	- 8102340	W1	MDWQ_1	90026
1215352	- 1620468	W2	MDWQ_2	81023
810235	- 1215351	W3	MDWQ_3	72021
405118	- 810234	W4	MDWQ_4	63018
0	- 405117	W5	MDWQ_5	54016
0	- 7292106	I1	MDIQ_1	46299
7292107	- 8102340	I2	MDIQ_2	37039

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 111729
Amendment No: 01

AMENDMENT

Date: January 25, 2007

"Transporter": ANR PIPELINE COMPANY

"Shipper": EAGLE ENERGY PARTNERS I, L.P.

FSS Contract No. 111729 dated June 14, 2005 ("Agreement") between Transporter and Shipper is amended effective April 01, 2009 as follows:

1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2014. An updated Primary Route Exhibit reflecting this change is attached.

2) To replace Further Agreement Section 8 in its entirety with the following:
The rate for storage service shall be a Fixed Deliverability rate of \$2.45 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

3) 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: 111729
Amendment No: 01

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

EAGLE ENERGY PARTNERS I, L.P.

"Shipper"

By: *[Signature]*

Title: _____

Date: _____

ANR PIPELINE COMPANY

"Transporter"

By: *[Signature]*

Title: Agent and Attorney-in-Fact

Date: 1/6/07

AB 2-22-07
[Signature] 2/5/07

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND EAGLE ENERGY PARTNERS I, L.P. (Shipper)

Contract No: 111729
 Rate Schedule: FSS
 Contract Date: June 14, 2005
 Amendment Date: January 25, 2007

Effective Start: April 01, 2006
 Effective End: March 31, 2014

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	8102340
Base Maximum Daily Withdrawal Quantity (BMDWQ)	90026
Base Maximum Daily Injection Quantity (BMDIQ)	46299
Cyclability	11505323

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>	<u>MDWQ/MDIQ</u>
<u>From</u>	<u>To</u>		<u>Levels</u>	
1620469	- 8102340	W1	MDWQ_1	90026
1215352	- 1620468	W2	MDWQ_2	81023
810235	- 1215351	W3	MDWQ_3	72021
405118	- 810234	W4	MDWQ_4	63018
0	- 405117	W5	MDWQ_5	54016
0	- 7292106	I1	MDIQ_1	46299
7292107	- 8102340	I2	MDIQ_2	37039

W=Withdrawal ,I=Injection.

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.