



November 1, 2011

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

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Re: ANR Pipeline Company  
Negotiated Rate 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,<sup>1</sup> ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance revised tariff section “Part 1 – Table of Contents” to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and certain tariff records that include five (5) negotiated rate service agreements and four (4) negotiated rate service amendments, all of which are listed and included at Appendix A.<sup>2</sup> ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments to be effective November 1, 2011.

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:

<sup>1</sup> 18 C.F.R. Part 154 (2010).

<sup>2</sup> Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” The tariff records include four (4) Rate Schedule FTS-1 and one (1) Rate Schedule FSS agreements (“Agreements”), and two (2) Rate Schedule ETS and two (2) Rate Schedule FTS-1 agreement amendments (“Amendments”). ANR has elected to file the Agreements and Amendments included herein as whole documents, in PDF format.

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

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

On May 28, 1999, in Docket No. RP99-301-000,<sup>3</sup> 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.

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the referenced Agreements and Amendments. ANR advises that no undisclosed agreements, etc., are linked to the Agreements or Amendments, which are included herein at Appendix A.<sup>4</sup> Furthermore, the Agreements and Amendments do not contain any provision that is either non-conforming or a material deviation from the Form of Service Agreement in ANR's Tariff.

### **Agreements**

ANR hereby submits the Agreements, as more fully described below:

- ANR is filing Nexen Marketing U.S.A. Inc. ("Nexen") Contract No. 113534 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.25 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges

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<sup>3</sup> ANR Pipeline Company, 87 FERC ¶ 61,241 (1999).

<sup>4</sup> ANR has elected to report the Agreements and Amendments by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreements and Amendments provide 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) the receipt and delivery points; and (5) the contract quantities.

in accordance with ANR's Tariff. Contract No. 113534 is included in Appendix A as tariff record 8.17.<sup>5</sup>

- ANR is filing Nexen Contract No. 113541 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.25 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 113541 is included in Appendix A as tariff record 8.18.<sup>6</sup>
- ANR is filing Madison Gas and Electric Company Contract No. 117346 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 the applicable Commodity Rate for injection or withdrawal charges. Shipper shall be charged any other applicable commodity-based volumetric fees, charges or surcharges in accordance with ANR's Tariff. Contract No. 117346 is included in Appendix A as tariff record 8.19.
- ANR is filing NJR Energy Services Company Contract No. 111928, and its amendment #4, as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components for the Primary Route MDQ and the secondary receipts/deliveries, as listed in the amendment, shall include a Fixed ML-7 to ML-3 Monthly Reservation Rate of \$6.00 per Dth and the applicable Commodity Rate. This rate shall be exclusive of any other applicable fees or surcharges under ANR's Tariff. Contract No. 111928, and this amendment, are included in Appendix A as tariff record 8.20.
- ANR is filing Integrys Energy Services, Inc. ("Integrys") Contract No. 119376 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit, and secondary receipts/deliveries as listed in its Section 8, Further Agreement, Part (A), shall include a Fixed Monthly Reservation Rate of \$4.25 per Dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 119376 is included in Appendix A as tariff Section 8.21.

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<sup>5</sup> On May 21, 2010, in Docket No. RP10-753-000, Nexen and J. Aron & Company ("J. Aron") (collectively, the "Petitioners") filed a Joint Petition for Temporary Waivers of Capacity Release Regulations and Related Pipeline Tariff Provisions. Petitioners filed for the waivers in order to facilitate Nexen's exit of its U.S. physical natural gas marketing and trading business by the transfer of its related assets as an integrated package to J. Aron. The Nexen contract described herein is included in the schedule of transportation contracts that are to be transferred effective as of the "Closing Date" as defined in the Business Sale Agreement between Nexen and J. Aron. That agreement specifies August 1, 2010, as the Closing Date if certain conditions are satisfied, including the waivers sought by the Petitioners in Docket No. RP10-753-000. On June 29, 2010, the Commission granted the Petitioners' request for the temporary waivers (Petitioners, 131 FERC ¶ 61,282) (2010).

<sup>6</sup> Ibid.

## Amendments

ANR is filing the Amendments to reflect revisions to two (2) negotiated rate agreements between ANR and Wisconsin Electric Power Company (“WEPCO”), one (1) negotiated rate agreement between ANR and Integrys, and one (1) negotiated rate agreement between ANR and Tenaska Marketing Ventures (“Tenaska”),<sup>7</sup> as more fully described below:

- ANR has agreed to allow WEPCO to increase its winter-only MDQ for negotiated rate ETS Contract No. 107897 by 888 Dth per day effective November 1, 2011, and updated the Primary Route Exhibit to reflect this change. This increase is occurring concurrently with an equivalent decrease reflected in Contract No. 107898, described below. Contract No. 107897 and amendment #8 are included in Appendix A as tariff record 8.7.<sup>8</sup>
- ANR has agreed to allow WEPCO to decrease its winter-only MDQ for negotiated rate ETS Contract No. 107898 by 888 Dth per day effective November 1, 2011, and updated the Primary Route Exhibit to reflect this change. This decrease is occurring concurrently with an equivalent increase reflected in Contract No. 107897, described above. Contract No. 107898 and amendment #10 are included in Appendix A as tariff record 8.8.<sup>9</sup>
- ANR has agreed to allow Integrys to decrease its MDQ for negotiated rate FTS-1 Contract No. 117721 by 1,500 Dth effective November 1, 2011, and updated the Primary Route Exhibit to reflect this change. The 1,500 Dth MDQ reduction in this contract is being transferred to Integrys’ new negotiated rate FTS-1 Contract No. 119376, submitted herein and included at Appendix A as tariff record 8.21. Contract No. 117721 and amendment #1 are included in Appendix A as tariff record 8.10.<sup>10</sup>
- ANR and Tenaska have agreed to change Tenaska’s Primary Receipt Point for negotiated rate FTS-1 Contract No. 113364 effective November 1, 2011, and updated

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<sup>7</sup> ANR filed original negotiated rate FTS-1 Contract No. 113364 with the Commission. ANR Pipeline Company, Docket No. RP99-301-224 (October 23, 2008) (unpublished Director’s Letter Order).

<sup>8</sup> ANR filed original negotiated rate ETS Contract No. 107897 with the Commission. ANR Pipeline Company, Docket No. RP99-301-054 (September 5, 2002) (unpublished Director’s Letter Order). Subsequently, ANR filed an amended contract with the Commission as tariff record 8.7. ANR Pipeline Company, Docket No. RP11-1474-000 (November 23, 2010) (unpublished Director’s Letter Order). The tariff record 8.7 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

<sup>9</sup> ANR filed original negotiated rate ETS Contract No. 107898 with the Commission. ANR Pipeline Company, Docket No. RP99-301-054 (September 5, 2002) (unpublished Director’s Letter Order). Subsequently, ANR filed an amended contract with the Commission as tariff record 8.8. ANR Pipeline Company, Docket No. RP11-1474-000 (November 23, 2010) (unpublished Director’s Letter Order). The tariff record 8.8 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

<sup>10</sup> ANR filed original negotiated rate FTS-1 Contract No. 117721 with the Commission as tariff record 8.10. ANR Pipeline Company, Docket No. RP11-1474-000 (November 23, 2010) (unpublished Director’s Letter Order). The tariff record 8.10 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

the Primary Route Exhibit to reflect this change. Contract No. 113364 and amendment #1 are included in Appendix A as tariff record 8.22.

To conform with Order No. 714, ANR is submitting the Agreements and Amendments<sup>11</sup> in their entirety in the tariff records as provided above. ANR is requesting that the Commission approve the Agreements, submitted herein in Appendix A as tariff records 8.17, 8.18, 8.19, 8.20, and 8.21, and Amendments, submitted herein in Appendix A as part of tariff records 8.7, 8.8, 8.10, and 8.22, to be effective November 1, 2011.

### **Effective Date and Request for Waiver**

ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments included in Appendix A to be effective November 1, 2011. ANR respectfully requests the Commission grant all waivers of its regulations and ANR's Tariff necessary to accept this filing and approve the tariff section, Agreements, and Amendments to be 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 Section 154.7 of the Commission's regulations and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter.
2. A clean tariff section, and tariff records (Appendix A);
3. A marked tariff section (Appendix B); and
4. Marked versions of the amendments (Appendix C).

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<sup>11</sup> Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

## **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.

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John A. Roscher  
Director, Rates & Tariffs

Enclosures

# Appendix A

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

### Clean Tariff

<b><u>Tariff Section</u></b>	<b><u>Version</u></b>
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8.10 – Neg Rate Agmt Integrys Energy Services, Inc. FTS-1 Agmt (#117721)	v.1.0.0
8.17 – Neg Rate Agmt Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	v.0.0.0
8.18 – Neg Rate Agmt Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	v.0.0.0
8.19 – Neg Rate Agmt Madison Gas and Electric Company FSS Agmt (#117346)	v.0.0.0
8.20 – Neg Rate Agmt NJR Energy Services Company FTS-1 Agmt (#111928)	v.0.0.0
8.21 – Neg Rate Agmt Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	v.0.0.0
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Enhanced Transportation Service Agreement  
Rate Schedule ETS

Wisconsin Electric Power Company  
(#107897)

Agreement Effective Date: November 1, 2003  
Amendment Effective Date: November 1, 2010  
Amendment Effective Date: November 1, 2011

Date: June 27, 2002

Contract No.: 107897

**EXHIBIT B24 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.: 107897

4. TERM OF AGREEMENT:

November 01, 2003 to

March 31, ~~2010~~ 2013

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<sub>tm</sub> 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.: 107897

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 its Primary Receipt Point to a point in the original contract path; (ii) Shipper changes the Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company, or (iii) Shipper changes the Primary Delivery Point to Farwell. 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.: 107897

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<sup>tm</sup>. 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.: 107897**

**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  
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 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.: 107897

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.

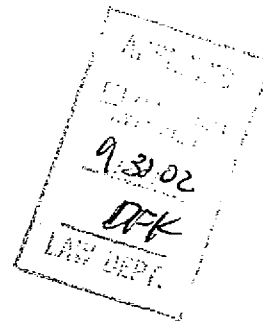
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Ch Cole*

Title: Sr. VP - Distribution Operations

Date: 10/01/02



TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Ballard*

Title: Agent and Attorney-in-Fact

Date: 10/14/02

**PRIMARY ROUTE EXHIBIT**

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

Contract No: 107897  
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	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	<del>9,960</del>	0
153808 ANRPL STORAGE FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	<del>24,900</del>	0
153808 ANRPL STORAGE FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	<del>39,840</del>	0
153808 ANRPL STORAGE FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	<del>54,780</del>	0
153808 ANRPL STORAGE FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	<del>69,720</del>	0
153808 ANRPL STORAGE FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: March 31, 2005	0	84,660	0
153808 ANRPL STORAGE FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2004	0	99,600	0

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

Contract No: 107897  
Amendment No: 06

**AMENDMENT**

Date: April 15, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107897 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2010 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013.
- 2) Shipper and Transporter have agreed to increase the MDQ from 44,820 to 61,296 . An updated Primary Route Exhibit reflecting this change is attached.

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

**WISCONSIN ELECTRIC POWER COMPANY**

"Shipper"

By: *Peter Newman*  
Peter Newman  
Title: Manager - Gas Supply  
Date: 6-22-2009

**ANR PIPELINE COMPANY**

"Transporter"

By: *Joseph E. Pollard*  
Title: Director, -Transportation Services  
Date: 6/10/09



**PRIMARY ROUTE EXHIBIT**

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

Contract No: 107897  
 Rate Schedule: ETS  
 Contract Date: June 27, 2002  
 Amendment Date: April 15, 2009

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	<del>61296</del>	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	<del>61296</del>	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	<del>61296</del>	0
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	61296	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	69720	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0

**PRIMARY ROUTE EXHIBIT**

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

Contract No: 107897  
 Rate Schedule: ETS  
 Contract Date: June 27, 2002  
 Amendment Date: April 15, 2009

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	84510	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	84660	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	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: October 31, 2005	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: October 31, 2004	0	99600	0

Contract No: 107897  
Amendment No: 08

AMENDMENT

Date: June 23, 2011

"Transporter": ANR PIPELINE COMPANY

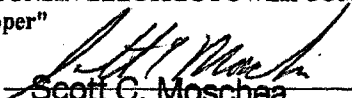
"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107897 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:


Shipper and Transporter have agreed to increase the MDQ from 61,021 to 61,909. An updated Primary Route Exhibit reflecting this change is attached.

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: Manager Gas Supply  
Date: 7-26-11

ANR PIPELINE COMPANY  
"Transporter"

By:   
Director, - Commercial Services  
Title: \_\_\_\_\_  
Date: 8/2/11

AB 7-27-11  
CE 8-2-11  
MB 8-3-11

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

Contract No: 107897  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	61909	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	61909	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	61021	0
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	61296	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	69720	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0



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

Contract No: 107897  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	84510	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	84660	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	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: October 31, 2005	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: October 31, 2004	0	99600	0

Enhanced Transportation Service Agreement  
Rate Schedule ETS

Wisconsin Electric Power Company  
(#107898)

Agreement Effective Date: November 1, 2003  
Amendment Effective Date: November 1, 2010  
Amendment Effective Date: November 1, 2011

Date: June 27, 2002

Contract No.: 107898

**EXHIBIT B25 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.: 107898

4. **TERM OF AGREEMENT:**

November 01, 2003 to

March 31, ~~2010~~ 2013

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<sub>tm</sub> 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, (ii) Shipper changes the Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company, or (iii) Shipper changes the Primary Delivery Point to Farwell . 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.: 107898**

**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<sup>tm</sup>. 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.: 107898**

**NOMINATIONS:**

WISCONSIN ELECTRIC POWER COMPANY  
333 W. EVERETT ST. A308  
MILWAUKEE, WI 53290-0001  
Attention: JAMES VOSS  
Telephone: 414-221-5358  
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.: 107898

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.

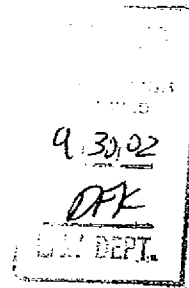
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

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

JH



**PRIMARY ROUTE EXHIBIT**

To Agreement Between  
ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107898

Rate Schedule: ETS

Contract Date: June 27, 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	11616 FARWELL (DELIVERY) TO: March 31, 2010	0	<del>600</del>	0
153808 ANRPL STORAGE FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: March 31, 2009	0	<del>1,500</del>	0
153808 ANRPL STORAGE FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: March 31, 2008	0	<del>2,400</del>	0
153808 ANRPL STORAGE FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: March 31, 2007	0	<del>3,300</del>	0
153808 ANRPL STORAGE FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: March 31, 2006	0	<del>4,200</del>	0
153808 ANRPL STORAGE FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: March 31, 2005	0	<del>5,100</del>	0
153808 ANRPL STORAGE FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: March 31, 2004	0	6,000	0

Contract No: 107898  
Amendment No: 08

**AMENDMENT**

Date: April 15, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107898 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2010 as follows:

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.

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

**WISCONSIN ELECTRIC POWER COMPANY**

"Shipper"

By: *Peter Newman*  
Peter Newman  
Title: Manager - Gas Supply  
Date: 6-22-2009

**ANR PIPELINE COMPANY**

"Transporter"

By: *Joseph E. Pollard*  
Title: Director, Transportation Services  
Date: 6/30/09

LEGAL  
DEPT  
6/25/09  
DATE  
DATE

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

Contract No: 107898  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: April 15, 2009

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: March 31, 2013	0	<del>6150</del>	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: March 31, 2012	0	<del>6150</del>	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: March 31, 2011	0	<del>6150</del>	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: March 31, 2010	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: March 31, 2009	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	0

**PRIMARY ROUTE EXHIBIT**

To Agreement Between

**ANR PIPELINE COMPANY (Transporter)**

**AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Contract No: 107898

Rate Schedule: ETS

Contract Date: June 26, 2002

Amendment Date: April 15, 2009

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: March 31, 2008	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: March 31, 2007	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: March 31, 2006	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: March 31, 2005	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	11616 FARWELL (DELIVERY) TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: March 31, 2004	0	6000	0

Contract No: 107898  
Amendment No: 10

AMENDMENT

Date: June 23, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107898 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

Shipper and Transporter have agreed to decrease the MDQ from 6,425 to 5,537. An updated Primary Route Exhibit reflecting this change is attached.

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: Manager Gas Supply

Date: 7/26/11

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, - Commercial Services

Date: 7/27/11

ABS 7-27-11  
DAB 8-3-11

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

Contract No: 107898  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: March 31, 2013	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: March 31, 2012	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: March 31, 2011	0	6425	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: March 31, 2010	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: March 31, 2009	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	0

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

Contract No: 107898  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: March 31, 2008	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: March 31, 2007	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: March 31, 2006	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: March 31, 2005	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	11616 FARWELL (DELIVERY) TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: March 31, 2004	0	6000	0

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Integrys Energy Services, Inc.  
(#117721)

Agreement Effective Date: November 1, 2010  
Amendment Effective Date: November 1, 2011



Date: October 27, 2010

Contract No.: 117721

### FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and INTEGRYS ENERGY SERVICES, 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 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 Routes- see Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

November 01, 2010 to

October 31, 2016

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: October 27, 2010

Contract No.: 117721

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<sup>™</sup>. 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:**

INTEGRYS ENERGY SERVICES, INC.  
1716 LAWRENCE DRIVE  
DE PERE, WI 54115  
Attention: MARGARET GRIMMER

Telephone: 920-617-6008  
Fax: 920-617-6070

Date: October 27, 2010

Contract No.: 117721

**INVOICES AND STATEMENTS:**

INTEGRYS ENERGY SERVICES, INC.  
1716 LAWRENCE DRIVE  
DE PERE, WI 54115  
Attention: MAGGIE ORENDORFF

Telephone: 920-617-6018  
Fax: 920-617-6070

**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 \$4.25 per dth and a Fixed Commodity Rate of \$.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff, 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): All ML 7 Points  
Secondary Delivery(ies): All ML 7 Points

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

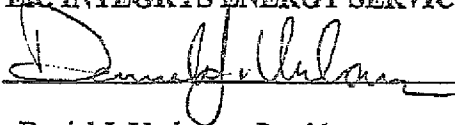
Date: October 27, 2010

Contract No.: 117721

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: INTEGRYS ENERGY SERVICES, INC.

By:

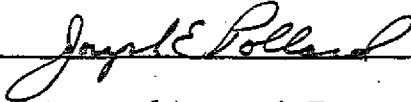


Title: Daniel J. Verbanac, President

Date: October 28, 2010

TRANSPORTER: ANR PIPELINE COMPANY

By:



Title: Agent and Attorney-in-Fact

Date:

10/29/10

*AS 10-29-10*  
*EB 10-29-10*

**PRIMARY ROUTE EXHIBIT**  
To Agreement Between  
**ANR PIPELINE COMPANY (Transporter)**  
**AND INTEGRYS ENERGY SERVICES, INC. (Shipper)**

Contract No: 117721  
Rate Schedule: FTS-1  
Contract Date: October 27, 2010  
Amendment Date:

Receipt  
Location  
Name

Delivery  
Location  
Name

Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
------------------------	------------------------	------------------------

277072  
ALLIANCE/ANR INT  
FROM: November 01, 2010

28778  
LITTLE CHUTE  
TO: October 31, 2016

16504	0	0
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Contract No: 117721  
Amendment No: 01

AMENDMENT

Date: October 26, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 117721 dated October 27, 2010 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

Shipper and Transporter have agreed to reduce the MDQ from 16,504 to 15,004. An updated Primary Route Exhibit reflecting this change is attached.

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

INTEGRYS ENERGY SERVICES, INC.

"Shipper"

By: 

Title: Daneil J. Verbanac, President

Date: October 27, 2011


ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, - Commercial Services

Date: 10/27/11

 10-27-11  
DAS 10-27-11  
cc 10/27/11

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND INTEGRYS ENERGY SERVICES, INC. (Shipper)**

Contract No: 117721  
 Rate Schedule: FTS-1  
 Contract Date: October 27, 2010  
 Amendment Date: October 26, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28778 LITTLE CHUTE TO: October 31, 2016	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2010	28778 LITTLE CHUTE TO: October 31, 2011	16504	0	0

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.  
(#113534)

Agreement Effective Date: November 1, 2011



Date: July 11, 2007

Contract No.: 113534

### FTS - 1 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)

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:**

November 01, 2011 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,

**Date: July 11, 2007**

**Contract No.: 113534**

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<sub>tm</sub>. 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 AVENUE  
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

**Date: July 11, 2007**

**Contract No.: 113534**

**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 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 \$4.25 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

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.
- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components


Date: July 11, 2007

Contract No.: 113534

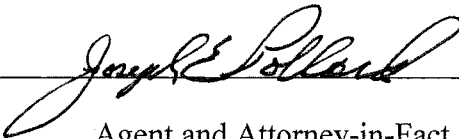
shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

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:   
Title: Director, Marketing + Structured Products  
Date: July 31, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By:   
Title: Agent and Attorney-in-Fact  
Date: 8/6/07

adc 8/2/07.  
ca 8/6/07

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

Contract No: 113534  
Rate Schedule: FTS-1  
Contract Date: July 11, 2007  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	243097 ANR JOLIET HUB TO: March 31, 2012	0	26712	0

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.  
(#113541)

Agreement Effective Date: November 1, 2011

Date: July 12, 2007

Contract No.: 113541

### FTS - 1 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)

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:**

November 01, 2011 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,

**Date: July 12, 2007**

**Contract No.: 113541**

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<sup>tm</sup>. 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 AVENUE  
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



**Date: July 12, 2007**

**Contract No.: 113541**

**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 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 \$4.25 per dth and the applicable Commodity Rate. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

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-1service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission


Date: July 12, 2007

Contract No.: 113541

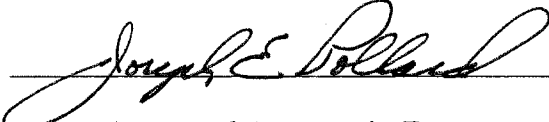
Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

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:   
Title: Director, Marketing + Structured Products  
Date: July 31, 2007

**TRANSPORTER: ANR PIPELINE COMPANY**

By:   
Title: Agent and Attorney-in-Fact  
Date: 8/6/07

adc 8/2/07.  
8/8/07

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

Contract No: 113541  
Rate Schedule: FTS-1  
Contract Date: July 12, 2007  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	243097 ANR JOLIET HUB TO: March 31, 2012	0	20000	0

Firm Storage Service Agreement  
Rate Schedule FSS

Madison Gas and Electric Company  
(#117346)

Agreement Effective Date: November 1, 2011

**Date: February 15, 2011**

**Contract No.: 117346**

**FSS SERVICE AGREEMENT**

**This AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and MADISON GAS AND ELECTRIC 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)

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: February 15, 2011

Contract No.: 117346

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.

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

4. **TERM OF AGREEMENT:**

November 01, 2011 to

March 31, 2016

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: February 15, 2011

Contract No.: 117346

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<sub>tm</sub>. 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:**

MADISON GAS AND ELECTRIC COMPANY  
133 SOUTH BLAIR ST  
MADISON, WI 53703  
Attention: JEFF KEEBLER

Telephone: 608-252-7147  
Fax: 608-252-1537

**INVOICES AND STATEMENTS:**

MADISON GAS AND ELECTRIC COMPANY  
133 SOUTH BLAIR ST  
MADISON, WI 53703  
Attention: COLLEEN KRUEGER

Telephone: 608-252-7183  
Fax: 608-252-1579

Date: February 15, 2011

Contract No.: 117346

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. The rates are fixed regardless of any changes to current or future reservation-based fees, charges or surcharges. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable commodity-based volumetric fees, charges or surcharges in accordance with Transporter's FERC Gas Tariff.
- B. In addition to the rates stated in 8.A, Shipper shall pay the applicable Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with 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.

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: MADISON GAS AND ELECTRIC COMPANY

By: Scott A. Neitzel  
Scott A. Neitzel

Title: Vice President - Energy Supply

Date: 3/9/11

*Handwritten initials/signature*

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 3/11/11

*Handwritten notes: ob 3-11-11, cw 3-11-11*



**CONTRACT QUANTITY EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND MADISON GAS AND ELECTRIC COMPANY (Shipper)**

Contract No: 117346  
Rate Schedule: FSS  
Contract Date: February 15, 2011  
Amendment Date:

Effective Start: November 01, 2011  
Effective End: March 31, 2016

Annual Service  
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1888100
Base Maximum Daily Withdrawal Quantity (BMDWQ)	37762
Base Maximum Daily Injection Quantity (BMDIQ)	10789
Cyclability	2681102

<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>
377621	- 1888100	W1 MDWQ_1	37762
283216	- 377620	W2 MDWQ_2	33986
188811	- 283215	W3 MDWQ_3	30210
94406	- 188810	W4 MDWQ_4	26433
0	- 94405	W5 MDWQ_5	22657
0	- 1699290	I1 MDIQ_1	10789
1699291	- 1888100	I2 MDIQ_2	8631

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Firm Transportation Service Agreement  
Rate Schedule FTS-1

NJR Energy Services Company  
(#111928)

Agreement Effective Date: November 1, 2005  
Amendment Effective Date: November 1, 2011

**Date: September 27, 2005**

**Contract No.: 111928**

**FTS - 1 SERVICE AGREEMENT**

**This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NJR ENERGY SERVICES 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: 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:**

November 01, 2005 to

October 31, 2006

**Date: September 27, 2005**

**Contract No.: 111928**

**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<sub>tm</sub>. 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 27, 2005**

**Contract No.: 111928**

**SHIPPER:**

NJR ENERGY SERVICES COMPANY  
1415 WYCKOFF  
WALL, NJ 07719  
Attention: KATHY FERREIRA

Telephone: 732-919-8235  
Fax: 732-919-8290

**INVOICES AND STATEMENTS:**

NJR ENERGY SERVICES COMPANY  
1415 WYCKOFF  
WALL, NJ 07719  
Attention: BARBRO ZETTERLUND

Telephone: 732-938-1283  
Fax: 732-938-7547

**8. FURTHER AGREEMENT:**

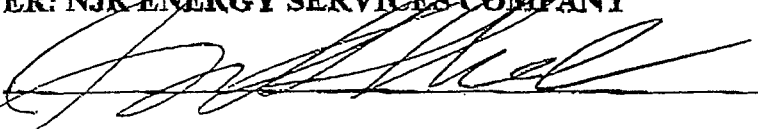
None.

Date: September 27, 2005

Contract No.: 111928

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: NJR ENERGY SERVICES COMPANY

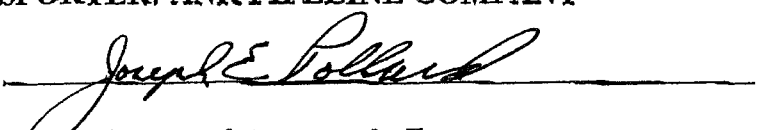
By: 

Title: Joseph P. Shields  
Sr. Vice President  
Energy Services

Date: \_\_\_\_\_

*J.P.*

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 10/11/05

*Jh 10/10/05*  
*AB 10/10/05*

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NJR ENERGY SERVICES COMPANY (Shipper)**

**Contract No:** 111928  
**Rate Schedule:** FTS-1  
**Contract Date:** September 27, 2005  
**Amendment Date:**

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
243097 ANR JOLIET HUB FROM: November 01, 2005	4421 FRENCH LICK/TX EASTERN TO: October 31, 2006	20000	0	0

Contract No: 111928  
Amendment No: 02

**AMENDMENT**

Date: April 21, 2006

"Transporter": ANR PIPELINE COMPANY

"Shipper": NJR ENERGY SERVICES COMPANY

FTS-1 Contract No. 111928 dated September 27, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2006 as follows:

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

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

NJR ENERGY SERVICES COMPANY  
"Shipper"

By: *Joseph P. Shields*

Title: Joseph P. Shields

Sr. Vice President

Date: Energy Services

*JS*

ANR PIPELINE COMPANY  
"Transporter"

By: *Joseph E. Rolland*

Title: Director, Transportation Services

Date: 5/3/06

*AB* 4/27/06  
*ES* 5/2/06



**PRIMARY ROUTE EXHIBIT**

To Agreement Between  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NJR ENERGY SERVICES COMPANY (Shipper)**

Contract No: 111928  
Rate Schedule: FTS-1  
Contract Date: September 27, 2005  
Amendment Date: April 21, 2006

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
243097 ANR JOLIET HUB FROM: December 15, 2005	174721 LEBANON/GLEN KARN-TETCO TO: October 31, 2016	20000	0	0
243097 ANR JOLIET HUB FROM: November 01, 2005	4421 FRENCH LICK/TX EASTERN TO: December 14, 2005	20000	0	0

Contract No: 111928  
Amendment No: 04

AMENDMENT

Date: April 04, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": NJR ENERGY SERVICES COMPANY

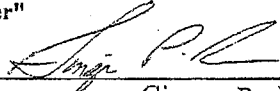
FTS-1 Contract No. 111928 dated September 27, 2005 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

- 1) Shipper and Transporter have agreed to change the Primary Receipt and Primary Delivery Points. An updated Primary Route Exhibit reflecting the change is attached.
- 2) Section 8. FURTHER AGREEMENT is deleted in its entirety and replaced 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 a ML-7 to ML-3 Monthly Reservation Rate of \$6.00 per dth and the applicable Commodity Rate. This rate shall be exclusive of any other fees or surcharges under Transporter's FERC Gas Tariff, 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): Rex Shelbyville (742252)  
Secondary Delivery(ies): All ME 3 Deliveries
  - B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
  - C. 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.

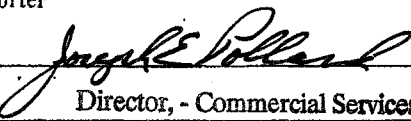
Contract No: 111928  
Amendment No: 04

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

NJR ENERGY SERVICES COMPANY  
"Shipper"

By:   
Ginger P. Richman  
Title: Vice President  
Date: 4/26/11

ANR PIPELINE COMPANY  
"Transporter"

By:   
Joseph E. Pollard  
Title: Director, - Commercial Services  
Date: 4/27/11

~~AD~~ 4-26-11  
CC 4-27-11

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NJR ENERGY SERVICES COMPANY (Shipper)**

Contract No: 111928  
Rate Schedule: FTS-1  
Contract Date: September 27, 2005  
Amendment Date: April 04, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
243097 ANR JOLIET HUB FROM: April 01, 2016	11616 FARWELL (DELIVERY) TO: October 31, 2016	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2015	243097 ANR JOLIET HUB TO: March 31, 2016	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2015	11616 FARWELL (DELIVERY) TO: October 31, 2015	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2014	243097 ANR JOLIET HUB TO: March 31, 2015	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2014	11616 FARWELL (DELIVERY) TO: October 31, 2014	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2013	243097 ANR JOLIET HUB TO: March 31, 2014	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2013	11616 FARWELL (DELIVERY) TO: October 31, 2013	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2012	243097 ANR JOLIET HUB TO: March 31, 2013	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2011	243097 ANR JOLIET HUB TO: March 31, 2012	0	20000	0

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NJR ENERGY SERVICES COMPANY (Shipper)**

Contract No: 111928  
Rate Schedule: FTS-1  
Contract Date: September 27, 2005  
Amendment Date: April 04, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
243097 ANR JOLIET HUB FROM: November 01, 2007	174721 LEBANON/GLEN KARN-TETCO TO: October 31, 2011	20000	0	0
243097 ANR JOLIET HUB FROM: April 01, 2007	28447 LEBANON - TEXAS EASTERN TO: October 31, 2007	0	0	20000
243097 ANR JOLIET HUB FROM: December 15, 2005	174721 LEBANON/GLEN KARN-TETCO TO: March 31, 2007	20000	0	0
243097 ANR JOLIET HUB FROM: November 01, 2005	4421 FRENCH LICK/TX EASTERN TO: December 14, 2005	20000	0	0

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Integrys Energy Services, Inc.  
(#119376)

Agreement Effective Date: November 1, 2011

Date: October 26, 2011

Contract No.: 119376

### FTS - 1 SERVICE AGREEMENT

**This AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and INTEGRYS ENERGY SERVICES, 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 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 Routes- see Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

November 01, 2011 to

October 31, 2016

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: October 26, 2011**

**Contract No.: 119376**

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<sub>tm</sub>. 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: October 26, 2011

Contract No.: 119376

**SHIPPER:**

INTEGRYS ENERGY SERVICES, INC.  
1716 LAWRENCE DRIVE  
DE PERE, WI 54115  
Attention: PATRICK J. SELSMEYER

Telephone: 920-617-6096  
Fax: 920-617-6070

**INVOICES AND STATEMENTS:**

INTEGRYS ENERGY SERVICES, INC.  
1716 LAWRENCE DRIVE  
DE PERE, WI 54115  
Attention: TARA COCHART

Telephone: 920-617-6083  
Fax: 920-617-6070

**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 \$4.25 per dth and a Fixed Commodity Rate of \$.0075 . This rate shall be inclusive of any other adjustments or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Points  
Secondary Delivery(ies): All ML 7 Points

- 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.

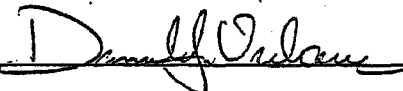
Date: October 26, 2011

Contract No.: 119376


- 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: INTEGRYS ENERGY SERVICES, INC.

By:   
Title: Daniel J. Verbanac, President  
Date: October 27, 2011

TRANSPORTER: ANR PIPELINE COMPANY

By:   
Title: Agent and Attorney-in-Fact  
Date: 10/27/11

*ASB 10-27-11*  
*ASB 10-27-11*  
*ee 10-27-11*

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND INTEGRYS ENERGY SERVICES, INC. (Shipper)**

Contract No: 119376  
Rate Schedule: FTS-1  
Contract Date: October 26, 2011  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2011	395460 FRITO LAY SALES TO: October 31, 2016	1500	0	0

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Tenaska Marketing Ventures  
(#113364)

Agreement Effective Date: November 1, 2008  
Amendment Effective Date: November 1, 2011

Date: April 25, 2007

Contract No.: 113364

**FTS - 1 SERVICE AGREEMENT**

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and TENASKA MARKETING VENTURES (Shipper).

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

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

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

284G

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

- 3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

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

Date: April 25, 2007

Contract No.: 113364

4. **TERM OF AGREEMENT:**

November 01, 2008 to March 31, 2009

November 01, 2009 to March 31, 2010

November 01, 2010 to March 31, 2011

November 01, 2011 to March 31, 2012

November 01, 2012 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, 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<sub>tm</sub>. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

**Date: April 25, 2007**

**Contract No.: 113364**

**TRANSPORTER:**

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

**SHIPPER:**

TENASKA MARKETING VENTURES  
11718 NICHOLAS STREET  
OMAHA, NE 68154-2690  
Attention: JON HOWE

Telephone: 402-758-6276  
Fax: 402-758-6200

**INVOICES AND STATEMENTS:**

TENASKA MARKETING VENTURES  
11718 NICHOLAS STREET  
OMAHA, NE 68154-2690  
Attention: DEB INGWERSEN

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

**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 Monthly Reservation Rate of \$4,2500 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): None  
Secondary Delivery(ies): None

Date: April 25, 2007

Contract No.: 113364

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



Date: April 25, 2007

Contract No.: 113364

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 MARKETING VENTURES

By: TMV Holdings, LLC, Its Managing Partner

By: 

Title: Fred R. Hunzeker  
President

Date: May 4, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Agent and Attorney-in-Fact

Date: 5/12/07

*Handwritten notes:*  
x 205/8/07  
PS 5/16/07

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND TENASKA MARKETING VENTURES (Shipper)**

Contract No: 113364  
 Rate Schedule: FTS-1  
 Contract Date: April 25, 2007  
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2013	0	20000	0
No Service FROM: April 01, 2012 TO: October 31, 2012				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2012	0	20000	0
No Service FROM: April 01, 2011 TO: October 31, 2011				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2011	0	20000	0
No Service FROM: April 01, 2010 TO: October 31, 2010				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2010	0	20000	0
No Service FROM: April 01, 2009 TO: October 31, 2009				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2009	0	20000	0

Contract No: 113364  
Amendment No: 01

**AMENDMENT**

Date: October 27, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: TENASKA MARKETING VENTURES

FTS-1 Contract No. 113364 dated April 25, 2007 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

1. Shipper and Transporter have agreed to change the Primary Receipt Point from ANRPL Storage (153808) to Farwell Receipt (48644). An updated Primary Route Exhibit reflecting this change is attached.
2. To replace **Section 3** in its entirety with the following:

**CONTRACT QUANTITIES:**

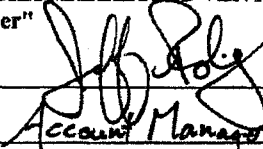
Contracts Quantity- See Exhibit attached hereto.

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.


Contract No: 113364  
Amendment No: 01

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

TENASKA MARKETING VENTURES  
"Shipper"

By:   
Title: Account Manager  
Date: 10-27-11

ANR PIPELINE COMPANY  
"Transporter"

By:   
Title: Director, - Commercial Services  
Date: 10/27/11

~~AD~~ 10-27-11  
DAB 10-27-11  
CC 10-27-11

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND TENASKA MARKETING VENTURES (Shipper)**

Contract No: 113364  
Rate Schedule: FTS-1  
Contract Date: April 25, 2007  
Amendment Date: October 27, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
48644 FARWELL (RECEIPT) FROM: November 01, 2012	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2013	0	20000	0
No Service FROM: April 01, 2012 TO: October 31, 2012				
48644 FARWELL (RECEIPT) FROM: November 01, 2011	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2012	0	20000	0
No Service FROM: April 01, 2011 TO: October 31, 2011				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2011	0	20000	0
No Service FROM: April 01, 2010 TO: October 31, 2010				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2010	0	20000	0
No Service FROM: April 01, 2009 TO: October 31, 2009				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	42078 WILLOW RUN(TO MICHCON) TO: March 31, 2009	0	20000	0

# Appendix B

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

## Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
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# Appendix C

## *ANR Pipeline Company*

### Marked Amendments

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Negotiated Rate Amendment No. 1  
Tenaska Marketing Ventures  
Rate Schedule FTS-1 Service Agreement (#113364)

Contract No: 107897  
Amendment No: 0708

**AMENDMENT**

Date: June 23, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107897 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, ~~2010~~ 2011 as follows:

Shipper and Transporter have agreed to increase the MDQ from 61,021 to 61,909. An updated Primary Route Exhibit reflecting this change is attached.

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)**  
**AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Contract No: 107897  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013		06102161909	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		06102161909	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	61021	0
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	61296	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	69720	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0

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

Contract No: 107897  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	84510	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	84660	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	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: October 31, 2005	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: October 31, 2004	0	99600	0

Contract No: 107898  
Amendment No: 0910

**AMENDMENT**

Date: June 23, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107898 dated June 26, 2002 (“Agreement”) between Transporter and Shipper is amended effective November 01, ~~2010~~ 2011 as follows:

Shipper and Transporter have agreed to decrease the MDQ from 6,425 to 5,537. An updated Primary Route Exhibit reflecting this change is attached.

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)**  
**AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)**

Contract No: 107898  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: March 31, 2013	0	<u>64255537</u>	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: March 31, 2012	0	<u>64255537</u>	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: March 31, 2011	0	6425	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: March 31, 2010	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: March 31, 2009	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	0



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

Contract No: 107898  
Rate Schedule: ETS  
Contract Date: June 26, 2002  
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: March 31, 2008	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: March 31, 2007	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: March 31, 2006	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: March 31, 2005	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	11616 FARWELL (DELIVERY) TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: March 31, 2004	0	6000	0

Contract No: 117721  
Amendment No: 01

**AMENDMENT**

Date: October 26, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 117721 dated October 27, 2010 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

Shipper and Transporter have agreed to reduce the MDQ from 16,504 to 15,004. An updated Primary Route Exhibit reflecting this change is attached.

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

**INTEGRYS ENERGY SERVICES, INC.**  
"Shipper"

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ANR PIPELINE COMPANY**  
"Transporter"

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND INTEGRYS ENERGY SERVICES, INC. (Shipper)**

Contract No: 117721  
Rate Schedule: FTS-1  
Contract Date: October 27, 2010  
Amendment Date: October 26, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28778 LITTLE CHUTE TO: October 31, 2016	<del>16504</del> <u>15004</u>	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2010	28778 LITTLE CHUTE TO: October 31, 2011	16504	0	0

Contract No: 111928  
Amendment No: 0304

**AMENDMENT**

Date: ~~November 06, 2006~~ April 04, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: NJR ENERGY SERVICES COMPANY

FTS-1 Contract No. 111928 dated September 27, 2005 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2007~~ November 01, 2011 as follows:

- 1) Shipper and Transporter have agreed to change the Primary Receipt and Primary Delivery Points. An updated Primary Route Exhibit reflecting the change is attached.
- 2) Section 8. FURTHER AGREEMENT is deleted in its entirety and replaced 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 a ML-7 to ML-3 Monthly Reservation Rate of \$6.00 per dth and the applicable Commodity Rate. This rate shall be exclusive of any other fees or surcharges under Transporter's FERC Gas Tariff, 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): Rex Shelbyville (742252)  
Secondary Delivery(ies): All ME 3 Deliveries
  - B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
  - C. 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: 111928  
Amendment No: 0304

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

**NJR ENERGY SERVICES COMPANY**  
"Shipper"

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ANR PIPELINE COMPANY**  
"Transporter"

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NJR ENERGY SERVICES COMPANY (Shipper)**

Contract No: 111928  
Rate Schedule: FTS-1  
Contract Date: September 27, 2005  
Amendment Date: April 04, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
243097 ANR JOLIET HUB FROM: April 01, 2016	11616 FARWELL (DELIVERY) TO: October 31, 2016	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2015	243097 ANR JOLIET HUB TO: March 31, 2016	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2015	11616 FARWELL (DELIVERY) TO: October 31, 2015	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2014	243097 ANR JOLIET HUB TO: March 31, 2015	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2014	11616 FARWELL (DELIVERY) TO: October 31, 2014	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2013	243097 ANR JOLIET HUB TO: March 31, 2014	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2013	11616 FARWELL (DELIVERY) TO: October 31, 2013	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2012	243097 ANR JOLIET HUB TO: March 31, 2013	0	20000	0
243097 ANR JOLIET HUB FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	20000
48644 FARWELL (RECEIPT) FROM: November 01, 2011	243097 ANR JOLIET HUB TO: March 31, 2012	0	20000	0
243097 ANR JOLIET HUB FROM: November 01, 2007	174721 LEBANON/GLEN KARN-TETCO TO: October 31, 2011	20000	0	0
243097 ANR JOLIET HUB FROM: April 01, 2007	28447 LEBANON - TEXAS EASTERN TO: October 31, 2007	0	0	20000

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND NJR ENERGY SERVICES COMPANY (Shipper)**

Contract No: 111928  
Rate Schedule: FTS-1  
Contract Date: September 27, 2005  
Amendment Date: April 04, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
243097 ANR JOLIET HUB FROM: December 15, 2005	174721 LEBANON/GLEN KARN-TETCO TO: March 31, 2007	20000	0	0
243097 ANR JOLIET HUB FROM: November 01, 2005	4421 FRENCH LICK/TX EASTERN TO: December 14, 2005	20000	0	0

Contract No: 113364  
Amendment No: 01

## AMENDMENT

Date: October 27, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: TENASKA MARKETING VENTURES

FTS-1 Contract No. 113364 dated April 25, 2007 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

1. Shipper and Transporter have agreed to change the Primary Receipt Point from ANRPL Storage (153808) to Farwell Receipt (48644). An updated Primary Route Exhibit reflecting this change is attached.
2. To replace **Section 3** in its entirety with the following:

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



Contract No: 113364  
Amendment No: 01

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

**TENASKA MARKETING VENTURES**  
**"Shipper"**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ANR PIPELINE COMPANY**  
**"Transporter"**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**2011**  
**AND TENASKA MARKETING VENTURES (Shipper)**

Contract No: 113364  
Rate Schedule: FTS-1  
Contract Date: April 25, 2007  
Amendment Date: October 27,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
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<del>15380848644</del>	42078	0	20000	0
<del>ANRPL STORAGE FACILITIES FARWELL (RECEIPT) WILLOW RUN(TO MICHCON)</del>				
FROM: November 01, 2012		TO: March 31, 2013		

No Service  
FROM: April 01, 2012 TO: October 31, 2012

<del>15380848644</del>	42078	0	20000	0
<del>ANRPL STORAGE FACILITIES FARWELL (RECEIPT) WILLOW RUN(TO MICHCON)</del>				
FROM: November 01, 2011		TO: March 31, 2012		

No Service  
FROM: April 01, 2011 TO: October 31, 2011

153808	42078	0	20000	0
ANRPL STORAGE FACILITIES WILLOW RUN(TO MICHCON)				
FROM: November 01, 2010		TO: March 31, 2011		

No Service  
FROM: April 01, 2010 TO: October 31, 2010

153808	42078	0	20000	0
ANRPL STORAGE FACILITIES WILLOW RUN(TO MICHCON)				
FROM: November 01, 2009		TO: March 31, 2010		

No Service  
FROM: April 01, 2009 TO: October 31, 2009

153808	42078	0	20000	0
ANRPL STORAGE FACILITIES WILLOW RUN(TO MICHCON)				
FROM: November 01, 2008		TO: March 31, 2009		