

November 1, 2012

Ms. Kimberly D. Bose, Secretary Federal Energy Regulatory Commission 888 First Street, N.E. Washington, D.C. 20426 **ANR Pipeline Company** 717 Texas Street, Suite 2400

Houston, Texas 77002-2761

John A. Roscher Director, Rates & Tariffs

 tel
 832.320.5675

 fax
 832.320.6675

 email
 John_Roscher@TransCanada.com

 web
 www.anrpl.com/company_info/

Re: ANR Pipeline Company Negotiated Rate Agreements Docket No. RP13- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,¹ ANR Pipeline Company ("ANR") hereby tenders for filing and acceptance 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 three (3) negotiated rate service agreements and one (1) negotiated rate service amendment, all of which are listed and included at Appendix A.² ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendment to be effective November 1, 2012.

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

¹ 18 C.F.R. Part 154 (2010).

 $^{^{2}}$ <u>Electronic Tariff Filings</u>, 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 three (3) Rate Schedule FTS-1 agreements ("Agreements"), and one (1) Rate Schedule FTS-1 agreement amendment ("Amendment"). ANR has elected to file the Agreements and Amendment included herein as whole documents, in PDF format.

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

- * David R. Hammel Legal Counsel ANR Pipeline Company 717 Texas Street, Suite 2400 Houston, Texas 77002-2761 Tel. (832) 320-5861 Fax (832) 320-6861 E-mail: dave_hammel@transcanada.com
- * Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved, subject to conditions, 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 Amendment. ANR advises that no undisclosed agreements, etc., are linked to the Agreements or Amendment, which are included herein at Appendix A.⁴ Furthermore, the Agreements and Amendment do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.⁵

Agreements

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

• ANR is filing Nexen Marketing U.S.A. Inc. ("Nexen") Contract No. 113535 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate

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

⁴ ANR has elected to report the Agreements and Amendment by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreements and Amendment 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.

⁵ Specifically, Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules.

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. 113535 is included in Appendix A as tariff record 8.24.⁶

- ANR is filing Nexen Contract No. 113542 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. 113542 is included in Appendix A as tariff record 8.25.⁷
- ANR is filing Integrys Energy Services, Inc. ("Integrys") Contract No. 121197 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 Section 5 (A) of the agreement shall include a Fixed Monthly Reservation Rate of \$4.25 per Dth and a Fixed Commodity Rate of \$0.0075 per Dth. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 121197 is included in Appendix A as tariff Section 8.26.

Amendment

ANR is filing the Amendment to reflect a revision to one (1) negotiated rate agreement between ANR and Integrys,⁸ as more fully described below:

• ANR has agreed to allow Integrys to decrease its MDQ for negotiated rate FTS-1 Contract No. 111217 by 2,000 Dth per day effective November 1, 2012, and has updated the Primary Route Exhibit to reflect this change. The 2,000 Dth per day MDQ reduction in this contract is offset by Integrys' new negotiated rate FTS-1 Contract No. 121197 submitted herein and included at Appendix A as tariff record 8.26 (discussed

⁶ 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 specified August 1, 2010, as the Closing Date if certain conditions were 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). ⁷ Ibid.

⁸ ANR previously filed the original negotiated rate FTS-1 Contract No. 111217 with the Commission. <u>ANR</u> <u>Pipeline Company</u>, Docket No. RP99-301-140 (April 12, 2006) (unpublished Director's Letter Order).

above). Contract No. 111217 and its amendment #2 are included in Appendix A as tariff record 8.27.

To conform with Order No. 714, ANR is submitting the Agreements and Amendment⁹ individually and in their entirety as tariff records. ANR is requesting that the Commission approve the Agreements (submitted herein in Appendix A as tariff records 8.24, 8.25, and 8.26) and Amendment (submitted herein in Appendix A as part of tariff record 8.27), to be effective November 1, 2012.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendment included in Appendix A to be effective November 1, 2012. 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 Amendment 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. A marked version of the amendment (Appendix C).

⁹ 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

Ohn

John A. Roscher Director, Rates & Tariffs

Enclosures

Appendix A

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

Clean Tariff

Tariff Section	<u>Version</u>
1 – TABLE OF CONTENTS	v.16.0.0

Tariff Records

Section 8 – Negotiated Rate Agreements

Tariff <u>Record</u>	<u>Shipper</u>	Rate <u>Schedule</u>	<u>Agreement</u>	Version
8.24	Nexen Marketing U.S.A. Inc.	FTS-1	#113535	v.0.0.0
8.25	Nexen Marketing U.S.A. Inc.	FTS-1	#113542	v.0.0.0
8.26	Integrys Energy Services, Inc.	FTS-1	#121197	v.0.0.0
8.27	Integrys Energy Services, Inc.	FTS-1	#111217	v.0.0.0

TABLE OF CONTENTS

Third Revised Volume No. 1:	Section No.
Table of Contents	1
Preliminary Statement	2
System Maps	
Statement of Rates	
Rate Schedule ETSRate Schedule STS; Small Shipper ETS & FTS-1Rate Schedules FTS-1, FTS-4 & FTS-4LRate Schedules FTS-1 & ETS (WI 2009)Rate Schedule FTS-2Rate Schedule FTS-3Rate Schedule ITSRate Schedule ITSRate Schedules ITS-3, IPLS & IWSRate Schedules FSS & DDSRate Schedules FSS & DDS (Cold Springs 1)Rate Schedules FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2Base Rate Components: ITS & PTS-3Base Rate Components: ITS & PTS-3Statement of SurchargesDeferred Transportation Cost AdjustmentTransporter's Use (%)EPC ChargeReserved for Future Use	$\begin{array}{c} 4.2 \\ 4.3 \\ 4.4 \\ 4.5 \\ 4.6 \\ 4.7 \\ 4.8 \\ 4.9 \\ 4.10 \\ 4.11 \\ 4.12 \\ 4.13 \\ 4.14 \\ 4.15 \\ 4.16 \\ 4.17 \\ 4.18 \\ 4.19 \end{array}$
Rate Schedules	

ETS (Enhanced Transportation Service)	5.1
STS (Small Transportation Service)	5.2
FTS-1 (Firm Transportation Service)	5.3
FTS-2 (Firm Transportation Service)	5.4
FTS-3 (Firm Transportation Service)	5.5
FTS-4 (Firm Transportation Service)	5.6
FTS-4L (Firm Transportation Service)	5.7

ITS (Interruptible Transportation Service)	,
IPLS (Interruptible Park and Lend Service)	
IWS (Interruptible Wheeling Service)	0
ITS-3 (Interruptible Transportation Service) 5.1	1
FSS (Firm Storage Service)	2
DDS (Deferred Delivery Service)	3
MBS (Market Balancing Service)	4
NNS (No-Notice Service)	5
PTS-1 (Pooling Transportation Service - Derivative) 5.1	6
PTS-2 (Pooling Transportation Service - Firm)	7
PTS-3 (Pooling Transportation Service - Interruptible) 5.1	8
Southeast Area Gathering Service	9

General Terms and Conditions

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

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

Form of Service Agreement

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

Negotiated Rate Agreements

Wisconsin Electric Power Company FSS Agmt (#117594)	
Wisconsin Electric Power Company FSS Agmt (#113473)	
Chevron USA Inc. FTS-1 Agmt (#113366)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	8.5
Tenaska Marketing Ventures FTS-1 Agmt (#116021)	8.6
Wisconsin Electric Power Company ETS Agmt (#107897)	8.7
Wisconsin Electric Power Company ETS Agmt (#107898)	
Madison Gas & Electric Company FTS-1 Agmt (#108251)	8.9
Integrys Energy Services, Inc. FTS-1 Agmt (#117721)	8.10
Chevron U.S.A. Inc. FTS-1 Agmt (#113194)	8.11
Tennessee Valley Authority IPLS Agmt (#114658)	
Badger Oil Corporation ITS Agmt (#118463)	
LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	
SPN Resources, LLC ITS Agmt (#118518)	
Northern Indiana Public Service Company FSS Agmt (#107690)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	
Madison Gas and Electric Company FSS Agmt (#117346)	
NJR Energy Services Company FTS-1 Agmt (#111928)	
Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	
Tenaska Marketing Ventures FTS-1 Agmt (#113364)	
Dynamic Offshore Resources, LLC ITS Agmt (#119503)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113542)	

Integrys Energy Services, Inc. FTS-1 Agmt (#121197)	8.26
Integrys Energy Services, Inc. FTS-1 Agmt (#111217)	8.27

Non-Conforming Agreements with Negotiated Rates

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

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212)	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223)	
Wisconsin Gas LLC ETS Agmt (#109854)	
Wisconsin Electric Power Company ETS Agmt (#112883)	
Wisconsin Gas LLC ETS Agmt (#112891)	
Wisconsin Gas LLC ETS Agmt (#118840)	
Wisconsin Gas LLC ETS Agmt (#107877)	
Wisconsin Gas LLC ETS Agmt (#107879)	
Wisconsin Electric Power Company ETS Agmt (#107899)	
Wisconsin Gas LLC NNS Agmt (#107995)	
Wisconsin Electric Power Company NNS Agmt (#107997)	
Wisconsin Gas LLC FSS Agmt (#109210)	
Wisconsin Gas LLC FSS Agmt (#109211)	
Wisconsin Gas LLC ETS Agmt (#109218)	
Wisconsin Electric Power Company ETS Agmt (#109222)	
Wisconsin Electric Power Company ETS Agmt (#118787)	
Wisconsin Electric Power Company ETS Agmt (#118789)	
Wisconsin Gas LLC ETS Agmt (#118793)	
Wisconsin Gas LLC ETS Agmt (#118794)	
Tennessee Valley Authority FTS-3 Agmt (#114655)	
Tennessee Valley Authority FTS-3 Agmt (#114656)	
Wisconsin Electric Power Company ETS Agmt (#107895)	

TABLE OF CONTENTS

Original Volume No. 2

Rate Schedule	Description	Sheet No.
	Summary of Rates	16
X-16	Exchange Agreement with Great Lakes Gas	151
X-18	Transmission Company Exchange Agreement with Natural Gas Pipeline	151
-	Company of America and Phillips Petroleum Company	180
X-37	Exchange Agreement with Southern Natural Gas Company	278
X-62	Exchange Agreement with Transcontinental Gas Pipe Line Corporation	532
X-64	Service Agreement with HIOS (High Island	
X-100	Offshore System) Transportation and Exchange Agreement with Great	566
	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1384
X-132	Gas Displacement and Exchange Agreement with	1504
	Michigan Consolidated Gas Company	1592

Firm Transportation Service Agreement Rate Schedule FTS-1

> Nexen Marketing U.S.A. Inc. (#113535)

Agreement Effective Date: November 1, 2012

Date: July 11, 2007

Contract No.: 113535

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, 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,

Date: July 11, 2007

Contract No.: 113535

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

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

Contract No.: 113535

Date: July 11, 2007

INVOICES AND STATEMENTS:

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

Telephone:403-699-4028Fax: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.: 113535

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: Chris J. Camicand
Title: Director, Marketing + Structured Products
Date:
TRANSPORTER: ANR PIPELINE COMPANY
By: Jough Sollard
Title: Agent and Attorney-in-Fact

ade \$/2/07.

PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (TI AND NEXEN MARKETING U.S		Contrac Rate Sche Contract Amendment	dule: FTS Date: July	
Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	243097 ANR JOLIET HUB TO: March 31, 2013	0	26712	0

Firm Transportation Service Agreement Rate Schedule FTS-1

> Nexen Marketing U.S.A. Inc. (#113542)

Agreement Effective Date: November 1, 2012

Contract No.: 113542

Date: July 12, 2007

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, 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,

Date: July 12, 2007

Contract No.: 113542

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

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

Contract No.: 113542

Date: July 12, 2007

INVOICES AND STATEMENTS:

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

Telephone:403-699-4028Fax: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.: 113542

adc 8/2/07. P& 8/6/07

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.

SHIP	PER: NEXEN MARKETING U.S.A. INC.
By:	Chris J. Camitand
Title:	Director, Marketing + Structured Products
Date:	
TRAN	SPORTER: ANR PIPELINE COMPANY
By:	Jought Tollard
Title:	Agent and Attorney-in-Fact
Date:	8/6/07

PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (TH AND NEXEN MARKETING U.S		Contract Rate Sched Contract D Amendment D	lule: FTS Pate: July	
Receipt Location Name	Delivery Location Name	MDQ	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANDRI STOPACE FACILITIES	243097	0	20000	0

ANRPL STORAGE FACILITIES ANR JOLIET HUB FROM: November 01, 2012

TO: March 31, 2013

Firm Transportation Service Agreement Rate Schedule FTS-1

> Integrys Energy Services, Inc. (#121197)

Agreement Effective Date: November 1, 2012

Contract No.: 121197

Date: June 19, 2012

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:

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

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

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

Contract No.: 121197

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.

XX

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

4. TERM OF AGREEMENT:

November 01, 2012 to

March 31, 2016

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

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

Contract No.: 121197

to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$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 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 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 Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. 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 Tariff.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

3

TRANSPORTER:

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

Contract No.: 121197

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:**

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 Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Contract No.: 121197

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.

SHIF	PPER: INTEGRYS ENERGY SERVICES, INC.	
By:	Danila Valarie	
Title:	Daniel J. Verbanac	
	President	
Date:		
	SPORTER: ANR PIPELINE COMPANY	
By:	Jough & Tolland	
Title:	Agent and Attorney-in-Fact	ee 6-27-12 ee 6-28-12
Date:	7/2/12	
		AND olzeliz

		Contra Rate Sch Contract Amendment	edule: I Date: J	121197 STS-1 June 19, 2012
Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808	28883	0	200	0 0

15380828883ANRPL STORAGE FACILITIESWISCONSIN RAPIDSFROM: November 01, 2012TO: March 31, 2016

Firm Transportation Service Agreement Rate Schedule FTS-1

> Integrys Energy Services, Inc. (#111217)

Amendment No. 2 Effective Date: November 1, 2012

Contract No.: 111217

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and WPS 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 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 transporter make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

Contract No.: 111217

Date: December 16, 2004

4. **TERM OF AGREEMENT:**

This Agreement shall be effective as of November 1, 2006; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date." The "Commencement Date" shall be the later of November 1, 2006, or the in-service date of the Wisconsin 2006 Expansion Project facilities as described in FERC Docket No. CP05-364-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2006 unless mutually agreed to in writing by Transporter and Shipper. Following the initial Winter Period beginning on the Commencement Date and ending March 31, 2007, this Agreement shall continue in full force and effect during the subsequent Winter Periods (November 1 through March 31) until March 31, 2016, as listed below:

November 01, 2006 to March 31, 2007 November 01, 2007 to March 31, 2008 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 November 01, 2013 to March 31, 2014 November 01, 2014 to March 31, 2015 November 01, 2015 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 FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed



to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

SHIPPER:

WPS ENERGY SERVICES, INC. 1088 SPRINGHURST DRIVE GREEN BAY, WI 54304-0000 Attention: MARGARET GRIMMER

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

Contract No.: 111217

INVOICES AND STATEMENTS:

WPS ENERGY SERVICES, INC. 1088 SPRINGHURST DRIVE GREEN BAY, WI 54304-0000 Attention: MAGGIE ORENDORFF

Telephone:920-617-6018Fax:920-617-6073

8. **FURTHER AGREEMENT:**

- A. The rate for the Primary Route MDQ ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$4.2500 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.
- B. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Paragraph 8.A above, provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any Delivery Point within Transporter's ML-7 Zone.
- C. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML 7 Zone at the rate and other charges set forth in Section 8.A.
- D. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Sections 8.A, 8.B or 8.C above, as well as deliveries in excess of the contract MDQ, shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.

ALA

Contract No.: 111217

E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

	PER: WPS ENERGY SERVICES	inte:	
By:	Dampy Vulan		_
Title:			_
Date:	Chief Operating Officer	JAN 2 3 2006	
TRAN	SPORTER: ANR PIPELINE CO	MPANY	
TRAN By:	SPORTER: ANR PIPELINE CO	MPANY	-
	0 0 1	MPANY	- Smel 2/16/06 - C& 2/16/06.

PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (I AND WPS ENERGY SERVICE		Contrac Rate Sche Contract I Amendment I	Date: Dec	
Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	28875 MARSHFIELD WI TO: March 31, 2016	0	2500	0
No Service FROM: April 01, 2015	TO: October 31, 2015			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	28875 MARSHFIELD WI TO: March 31, 2015	0	2500	0
No Service FROM: April 01, 2014	TO: October 31, 2014			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	28875 MARSHFIELD WI TO: March 31, 2014	0	2500	0
No Service FROM: April 01, 2013	TO: October 31, 2013			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	28875 MARSHFIELD WI TO: March 31, 2013	0	2500	0
No Service FROM: April 01, 2012	TO: October 31, 2012			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	28875 MARSHFIELD WI TO: March 31, 2012	0	2500	0
No Service FROM: April 01, 2011	TO: October 31, 2011			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	28875 MARSHFIELD WI TO: March 31, 2011	0	2500	0
No Service	TO: October 21, 2010			

FROM: April 01, 2010

ALAI

TO: October 31, 2010

PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (T AND WPS ENERGY SERVICES		Rate Sche		
Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	28875 MARSHFIELD WI TO: March 31, 2010	0	2500	0
No Servie FROM: April 01, 2009	TO: October 31, 2009			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	28875 MARSHFIELD WI TO: March 31, 2009	0	2500	0
No Service FROM: April 01, 2008	TO: October 31, 2008			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	28875 MARSHFIELD WI TO: March 31, 2008	0	2500	0
No Service FROM: April 01, 2007	TO: October 31, 2007			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	28875 MARSHFIELD WI TO: March 31, 2007	0	2500	0

L.

ALAI

AMENDMENT

Date: June 20, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 111217 dated December 16, 2004 ("Agreement") between Transporter and Shipper is amended effective November 01, 2012 as follows:

- 1. Shipper and Transporter have agreed to reduce the MDQ from 2,500 to 500. An updated Primary Route Exhibit reflecting this change is attached.
- 2. Shipper and Transporter have agreed to Amend Section 1. AUTHORITY FOR TRANSPORTATION SERVICE as follows:

AUTHORITY FOR TRANSPORTATION SERVICE:

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

3. Shipper and Transporter have agreed to Amend Section 5. RATES as follows:

RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

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

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$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 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 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 Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. 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 Tariff.
- 4. Shipper and Transporter have agreed to Amend Section 8. FURTHER AGREEMENT as follows:

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 Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

	GRYS ENERGY SERVICES, INC.
"Ship	per"
By:	Junily lulan
	Daniel J. Verbanac
Title:	President
Date:	

ANR PIPELINE COMPANY

By:	Joren & Pollar	
Title:	Director, - Commercial Services	- 43 6-29-12 el 4-28-12
Date:	7/2/12	ee u.a.
		MAB 6/25/12

PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (Tran AND INTEGRYS ENERGY SERV		Rate Sche		-1 ember 16, 2004
Location	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
	8875 IARSHFIELD WI TO: March 31, 2016	0	500	0
No Service FROM: April 01, 2015	TO: October 31, 2015			
	875 ARSHFIELD WI TO: March 31, 2015	0	500	0
No Service FROM: April 01, 2014	TO: October 31, 2014			-
153808 288 ANRPL STORAGE FACILITIES MA FROM: November 01, 2013	875 ARSHFIELD WI TO: March 31, 2014	0	500	0
No Service FROM: April 01, 2013	TO: October 31, 2013			
153808 288 ANRPL STORAGE FACILITIES MA FROM: November 01, 2012	75 RSHFIELD WI TO: March 31, 2013	0	500	0 .
No Service FROM: April 01, 2012	TO: October 31, 2012			
153808 2887 ANRPL STORAGE FACILITIES MAI FROM: November 01, 2011	75 RSHFIELD WI TO: March 31, 2012	0	2500	0
No Service FROM: April 01, 2011	TO: October 31, 2011			
	5 SHFIELD WI TO: March 31, 2011	0	2500	0
No Service FROM: April 01, 2010	TO: October 31, 2010			

PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (AND INTEGRYS ENERGY S	Transporter)	Rate Sci Contrac	act No: 11 hedule: FT t Date: Dec t Date: Jun	S-1 cember 16, 2004	
Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)	
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	28875 MARSHFIELD WI TO: March 31, 2010	(2500	0	
No Service FROM: April 01, 2009	TO: October 31, 2009				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	28875 MARSHFIELD WI TO: March 31, 2009	0	2500	0	
No Service FROM: April 01, 2008	TO: October 31, 2008				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	28875 MARSHFIELD WI TO: March 31, 2008	0	2500	0	
No Service FROM: April 01, 2007	TO: October 31, 2007				
153808 ANRPL STORAGE FACILITIES FROM: November 10, 2006	28875 MARSHFIELD WI TO: March 31, 2007	0	2500	0	
No Service FROM: November 01, 2006	TO: November 09, 2006				

.

Appendix B

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

Marked Tariff

Tariff Section

Version

1 - TABLE OF CONTENTS

v.16.0.0

TABLE OF CONTENTS

Third Revised Volume No. 1:	Section No.
Table of Contents	1
Preliminary Statement	2
System Maps	
Statement of Rates	
Rate Schedule ETSRate Schedule STS; Small Shipper ETS & FTS-1Rate Schedules FTS-1, FTS-4 & FTS-4LRate Schedules FTS-1 & ETS (WI 2009)Rate Schedule FTS-2Rate Schedule FTS-3Rate Schedule ITSRate Schedule ITSRate Schedules ITS-3, IPLS & IWSRate Schedules FSS & DDSRate Schedules FSS & DDS (Cold Springs 1)Rate Schedules FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2Base Rate Components: FTS-3Base Rate Components: ITS & PTS-3Negotiated Rate Agreements - PTS-3Statement of SurchargesDeferred Transportation Cost AdjustmentTransporter's Use (%)EPC ChargeReserved for Future Use	$\begin{array}{c} 4.2 \\ 4.3 \\ 4.4 \\ 4.5 \\ 4.6 \\ 4.7 \\ 4.8 \\ 4.9 \\ 4.10 \\ 4.11 \\ 4.12 \\ 4.13 \\ 4.14 \\ 4.15 \\ 4.16 \\ 4.17 \\ 4.18 \\ 4.19 \end{array}$
Rate Schedules	

ETS (Enhanced Transportation Service)	5.1
STS (Small Transportation Service)	5.2
FTS-1 (Firm Transportation Service)	5.3
FTS-2 (Firm Transportation Service)	5.4
FTS-3 (Firm Transportation Service)	5.5
FTS-4 (Firm Transportation Service)	5.6
FTS-4L (Firm Transportation Service)	5.7

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

General Terms and Conditions

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

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

Form of Service Agreement

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

Negotiated Rate Agreements

Wisconsin Electric Power Company FSS Agmt (#117594) 8.1	
Wisconsin Electric Power Company FSS Agmt (#113473) 8.2	
Chevron USA Inc. FTS-1 Agmt (#113366)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533) 8.4	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	
Tenaska Marketing Ventures FTS-1 Agmt (#116021)	
Wisconsin Electric Power Company ETS Agmt (#107897)	
Wisconsin Electric Power Company ETS Agmt (#107898)	
Madison Gas & Electric Company FTS-1 Agmt (#108251)	
Integrys Energy Services, Inc. FTS-1 Agmt (#117721))
Chevron U.S.A. Inc. FTS-1 Agmt (#113194) 8.11	
Tennessee Valley Authority IPLS Agmt (#114658)	
Badger Oil Corporation ITS Agmt (#118463) 8.13	
LLOG Exploration Company, L.L.C. ITS Agmt (#118519) 8.14	ł
SPN Resources, LLC ITS Agmt (#118518)	
Northern Indiana Public Service Company FSS Agmt (#107690) 8.16	5
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541) 8.18	
Madison Gas and Electric Company FSS Agmt (#117346) 8.19	
NJR Energy Services Company FTS-1 Agmt (#111928)	
Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	
Tenaska Marketing Ventures FTS-1 Agmt (#113364)	
Dynamic Offshore Resources, LLC ITS Agmt (#119503) 8.23	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535)	
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113542)	

Integrys Energy Services, Inc. F	TS-1 Agmt (#121197))
Integrys Energy Services, Inc. F	TS-1 Agmt (#111217))

Non-Conforming Agreements with Negotiated Rates

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

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212)	
Wisconsin Electric Power Company FTS-1 Agmt (#109223).	
Wisconsin Gas LLC ETS Agmt (#109854)	
Wisconsin Electric Power Company ETS Agmt (#112883)	
Wisconsin Gas LLC ETS Agmt (#112891)	
Wisconsin Gas LLC ETS Agmt (#118840)	
Wisconsin Gas LLC ETS Agmt (#107877)	
Wisconsin Gas LLC ETS Agmt (#107879)	
Wisconsin Electric Power Company ETS Agmt (#107899)	
Wisconsin Gas LLC NNS Agmt (#107995)	
Wisconsin Electric Power Company NNS Agmt (#107997)	
Wisconsin Gas LLC FSS Agmt (#109210)	
Wisconsin Gas LLC FSS Agmt (#109211)	
Wisconsin Gas LLC ETS Agmt (#109218)	
Wisconsin Electric Power Company ETS Agmt (#109222)	
Wisconsin Electric Power Company ETS Agmt (#118787)	
Wisconsin Electric Power Company ETS Agmt (#118789)	
Wisconsin Gas LLC ETS Agmt (#118793)	
Wisconsin Gas LLC ETS Agmt (#118794)	
Tennessee Valley Authority FTS-3 Agmt (#114655)	
Tennessee Valley Authority FTS-3 Agmt (#114656)	
Wisconsin Electric Power Company ETS Agmt (#107895)	

TABLE OF CONTENTS

Original Volume No. 2

Rate Schedule	Description	Sheet No.
	Summary of Rates	16
X-16	Exchange Agreement with Great Lakes Gas	
	Transmission Company	151
X-18	Exchange Agreement with Natural Gas Pipeline	100
V 27	Company of America and Phillips Petroleum Company	180
X-37	Exchange Agreement with Southern Natural Gas Company	278
X-62	Exchange Agreement with Transcontinental Gas	278
11 02	Pipe Line Corporation	532
X-64	Service Agreement with HIOS (High Island	002
	Offshore System)	566
X-100	Transportation and Exchange Agreement with Great	
	Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great	
N7 11 7	Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with	1204
X-132	Great Lakes Gas Transmission Company Gas Displacement and Exchange Agreement with	1384
A-132	Michigan Consolidated Gas Company	1592
	Michigan Consolidated Gas Company	1572

Appendix C

ANR Pipeline Company

Marked Amendment

 Integrys Energy Services, Inc. Rate Schedule FTS-1 Service Agreement Amendment No. 2 (#111217)

AMENDMENT

Date: June 20, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 111217 dated December 16, 2004 ("Agreement") between Transporter and Shipper is amended effective November 01, 2012 as follows:

- 1. <u>Shipper and Transporter have agreed to reduce the MDQ from 2,500 to 500. An updated Primary Route</u> Exhibit reflecting this change is attached.
- 2. Shipper and Transporter have agreed to Amend Section 1. AUTHORITY FOR TRANSPORTATION SERVICE as follows:

AUTHORITY FOR TRANSPORTATION SERVICE:

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

3. Shipper and Transporter have agreed to Amend Section 5. **RATES** as follows:

RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

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

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$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 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 Tariff.

Secondary Receipt(s):All ML 7 PointsSecondary 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 Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. 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 Tariff.
- 4. Shipper and Transporter have agreed to Amend Section 8. **FURTHER AGREEMENT** as follows:

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 Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

INTEGRYS ENERGY SERVICES, INC. "Shipper"

By: ______
Title:

Date: _____

ANR PIPELINE COMPANY "Transporter"

Bv:			

Title: _____

Date: _____

	PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (T AND INTEGRYS ENERGY SEE		Contract No: Rate Schedule: Contract Date: Amendment Date:	FTS-1 Decembe	
	Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
	153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	28875 MARSHFIELD WI TO: March 31, 2016	0	2500<u>500</u>	0
	No Service FROM: April 01, 2015	TO: October 31, 2015			
	153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	28875 MARSHFIELD WI TO: March 31, 2015	0	2500<u>500</u>	0
	No Service FROM: April 01, 2014	TO: October 31, 2014			
	153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	28875 MARSHFIELD WI TO: March 31, 2014	0	2500<u>500</u>	0
	No Service FROM: April 01, 2013	TO: October 31, 2013			
	153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	28875 MARSHFIELD WI TO: March 31, 2013	0	2500<u>500</u>	0
	No Service FROM: April 01, 2012	TO: October 31, 2012			
	153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	28875 MARSHFIELD WI TO: March 31, 2012	0	2500	0
	No Service FROM: April 01, 2011	TO: October 31, 2011			
	153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	28875 MARSHFIELD WI TO: March 31, 2011	0	2500	0
	No Service FROM: April 01, 2010	TO: October 31, 2010			
	153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	28875 MARSHFIELD WI TO: March 31, 2010	0	2500	0
	No Service FROM: April 01, 2009	TO: October 31, 2009			

PRIMARY ROUTE EXHIBIT To Agreement Between ANR PIPELINE COMPANY (TI AND INTEGRYS ENERGY SER		Contract No: Rate Schedule: Contract Date: Amendment Date:	FTS-1 Decembe	
Receipt Location	Delivery Location	Annual MDQ	Winter MDQ	Summer MDQ
Name	Name	(DTH)	(DTH)	(DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	28875 MARSHFIELD WI TO: March 31, 2009	0	2500	0
No Service FROM: April 01, 2008	TO: October 31, 2008			
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	28875 MARSHFIELD WI TO: March 31, 2008	0	2500	0
No Service FROM: April 01, 2007	TO: October 31, 2007			
153808 ANRPL STORAGE FACILITIES FROM: November 10, 2006	28875 MARSHFIELD WI TO: March 31, 2007	0	2500	0
No Service				
FROM: November 01, 2006	TO: November 09, 200	6		