



April 1, 2013

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

ANR Pipeline Company
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Re: ANR Pipeline Company
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 (“Section 1”) 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 three (3) negotiated rate service amendments, all of which are listed and included at Appendix A.² Additionally, as a housekeeping measure, ANR is removing certain non-conforming agreements from its Tariff to reflect those agreements’ termination or modification. ANR respectfully requests that the Commission approve the tariff sections, Agreements, and Amendments to be effective April 1, 2013.

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 (2013).

² *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 three (3) Rate Schedule FTS-1 (“FTS-1”) agreements (collectively, “Agreements”), and one (1) Rate Schedule FSS (“FSS”) and two (2) FTS-1 agreement amendments (collectively, “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. RP99-301-000,³ 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 Amendments. ANR advises that no undisclosed agreements, etc., are linked to the Agreements or Amendments, which are included herein at Appendix A.⁴ Furthermore, the Agreements and Amendments do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement ("FSA") in ANR's Tariff.⁵

Agreements

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

- ANR is filing Integrys Energy Services, Inc. ("Integrys") Contract No. 122183 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components applicable to both the Primary Route and certain secondary receipt and delivery points, as specified in the agreement, shall include a Fixed Monthly Reservation

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

⁴ 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.

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

Rate of \$4.25 per Dth and a Fixed Commodity Rate of \$0.0075, effective April 1, 2013. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 122183 is included in Appendix A as tariff record 8.7.⁶

- ANR is filing Integrys Contract No. 122184 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components applicable to both the Primary Route and certain secondary receipt and delivery points, as specified in the agreement, shall include a Fixed Monthly Reservation Rate of \$4.25 per Dth and a Fixed Commodity Rate of \$0.0075, effective April 1, 2013. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 122184 is included in Appendix A as tariff record 8.8.⁷
- ANR is filing Integrys Contract No. 122185 as an FTS-1 negotiated rate agreement because the parties have agreed that the rate components applicable to both the Primary Route and certain secondary receipt and delivery points, as specified in the agreement, shall include a Fixed Monthly Reservation Rate of \$4.25 per Dth and a Fixed Commodity Rate of \$0.0075, effective April 1, 2013. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR's Tariff. Contract No. 122185 is included in Appendix A as tariff record 8.30.⁸

Amendments

ANR is filing the Amendments to reflect revisions to one (1) negotiated rate agreement between ANR and Wisconsin Electric Power Company ("WEPCO"), and two (2) negotiated rate agreements between ANR and Integrys, as more fully described below:

- ANR and WEPCO have agreed to reduce the contract Maximum Storage Quantity by 351,400 Dth, reduce the contract Maximum Daily Withdrawal Quantity by 7,028 Dth per day, and reduce the contract Maximum Daily Injection Quantity by 2,008 Dth per day, effective April 1, 2013, for FSS negotiated rate Contract No. 109227. Contract No. 109227 and its Amendment Nos. 13 and 15 are included in Appendix A as tariff record 9.6.⁹
- ANR and Integrys have agreed to decrease the contract Maximum Daily Quantity for FTS-1 negotiated rate Contract No. 117721 by 5,500 Dth effective April 1, 2013, and update the Primary Route Exhibit to reflect this change. The 5,500 Dth MDQ reduction

⁶ Tariff record 8.7 replaces a "Reserved For Future Use" placeholder in ANR's Tariff.

⁷ Tariff record 8.8 replaces a "Reserved For Future Use" placeholder in ANR's Tariff.

⁸ Tariff record 8.30 replaces a "Reserved For Future Use" placeholder in ANR's Tariff.

⁹ ANR filed original FSS Contract No. 109227 with the Commission as an agreement containing negotiated rates.

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

Subsequently, Contract No. 109227 was filed with the Commission as a negotiated rate agreement, that additionally included revised terms which deviated from ANR's FSA, as tariff record 9.6. *ANR Pipeline Company*, Docket No. RP12-451-000 (March 27, 2012) (unpublished Director's Letter Order). The tariff record 9.6 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

in this contract is being transferred to Integrys' new negotiated rate FTS-1 Contract Nos. 122183, 122184, and 122185, submitted herein and included at Appendix A as tariff records 8.7, 8.8, and 8.30, respectively. Contract No. 117721 and its Amendment Nos. 01, 02, and 03 are included in Appendix A as tariff record 8.10.¹⁰

- ANR and Integrys have agreed to change Integrys' Primary Delivery Point for FTS-1 negotiated rate Contract No. 119376 effective April 1, 2013, and update the Primary Route Exhibit to reflect this change. Contract No. 119376 and its Amendment No. 01 are included in Appendix A as tariff record 8.21.¹¹

To conform with Order No. 714, ANR is submitting the Agreements and Amendments¹² 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 8.7, 8.8, and 8.30, and Amendments, submitted herein in Appendix A as part of tariff records 9.6, 8.10, and 8.21, to be effective April 1, 2013.

As a housekeeping measure, ANR is additionally updating Sections 1, 6.28, 10.4 and 10.5 of its Tariff to reflect the removal of references to certain agreements from its listing of non-conforming agreements contained therein.¹³

Effective Date and Request for Waiver

ANR respectfully requests that the Commission approve the tariff sections, Agreements, and Amendments included in Appendix A to be effective April 1, 2013, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.¹⁴

¹⁰ 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.

¹¹ ANR filed original negotiated rate FTS-1 Contract No. 119376 with the Commission as tariff record 8.21. *ANR Pipeline Company*, Docket No. RP12-125-000 (November 22, 2011) (unpublished Director's Letter Order). The tariff record 8.21 submitted herein at Appendix A supersedes the tariff record previously filed, in its entirety.

¹² 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."

¹³ The housekeeping changes included in the instant filing reflect the removal from Section 6.28-GT&C, Non-Conforming Agreements ("Section 6.28") of a terminated non-conforming lease dedication agreement and two (2) Rate Schedule ETS service agreements whose non-conforming provisions were eliminated pursuant to contract amendments effective April 1, 2013. The two (2) ETS service agreements were housed in the Tariff as Sections 10.4 and 10.5, which will now be reflected in Section 1 (Table of Contents) as "Reserved For Future Use."

¹⁴ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

Other Filings Which May Affect This Proceeding

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

Contents of Filing

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

1. This transmittal letter;
2. Clean tariff sections and tariff records (Appendix A);
3. Marked tariff sections (Appendix B); and
4. Marked amendments (Appendix C).

Certificate of Service

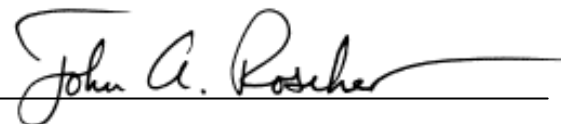
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for 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 cursive script that reads "John A. Roscher". The signature is written in black ink and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

ANR Pipeline Company

FERC Gas Tariff, Third Revised Volume No. 1

Clean Tariff

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.22.0.0
6.28 – GT&C, Non-Conforming Agreements	v.8.0.0

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.7	Integrys Energy Services, Inc.	FTS-1	#122183	v.3.0.0
8.8	Integrys Energy Services, Inc.	FTS-1	#122184	v.3.0.0
8.10	Integrys Energy Services, Inc.	FTS-1	#117721	v.3.0.0
8.21	Integrys Energy Services, Inc.	FTS-1	#119376	v.1.0.0
8.30	Integrys Energy Services, Inc.	FTS-1	#122185	v.2.0.0

Section 9 - Non-Conforming Agreements with Negotiated Rates

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
9.6	Wisconsin Electric Power Company	FSS	#109227	v.1.0.0

Section 10 - Non-Conforming Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
10.4	Reserved For Future Use	n/a	n/a	v.1.0.0
10.5	Reserved For Future Use	n/a	n/a	v.1.0.0

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6.28 NON-CONFORMING AGREEMENTS

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

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4. Reserved For Future Use.
5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
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11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.
13. Reserved For Future Use.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713
15. Reserved For Future Use.

16. Reserved For Future Use.
17. Reserved For Future Use.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. Reserved For Future Use.
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.

Contract Nos. 112546, 112547
22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109212
23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109223
24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.

Contract No. 109854
25. Reserved For Future Use.
26. Reserved For Future Use.
27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.

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

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

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30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.
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31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.
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33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.
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34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.
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35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.
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36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.
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37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.
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38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.
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40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.
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41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.
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42. Wisconsin Public Service Corporation, NNS Agreement, dated October 6, 2004.
Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.
Contract Nos. 114369, 114370
45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.
Contract No. 114512
48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.
Contract No. 107146
49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.
Contract No. 107147
50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.
Contract No. 108250
51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.

Contract Nos. 107889, 107900, 107901

52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.

Contract No. 113715

53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.

Contract No. 113729

54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.

Contract No. 113710

55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.

Contract No. 114091

Firm Transportation Service Agreement
Rate Schedule FTS-1

Integrys Energy Services, Inc.
(#122183)

Agreement Effective Date: April 1, 2013

Date: February 12, 2013

Contract No.: 122183

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.

4. **TERM OF AGREEMENT:**

April 01, 2013 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 provided herein.

Date: February 12, 2013

Contract No.: 122183

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

- A. The rate for the Primary Route MDQ 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 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 Receipt Points
Secondary Delivery(ies): All ML 7 Receipt 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.

Date: February 12, 2013

Contract No.: 122183

7. **NOTICES:**

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

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.

Date: February 12, 2013

Contract No.: 122183

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: *Daniel J. Verbanac*

Title: Daniel J. Verbanac
President

Date: March 4, 2013

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*

Title: Agent and Attorney-in-Fact

Date: 3/13/13

DOB 2/20/13

*AB 3-8-13
cc 3-13-13*

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

Contract No: 122183
Rate Schedule: FTS-1
Contract Date: February 12, 2013
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2013	36867 MADISON TO: October 31, 2016	2100	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Integrys Energy Services, Inc.
(#122184)

Agreement Effective Date: April 1, 2013

Date: February 12, 2013

Contract No.: 122184

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.

4. **TERM OF AGREEMENT:**

April 01, 2013 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 provided herein.

Date: February 12, 2013

Contract No.: 122184

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

- A. The rate for the Primary Route MDQ 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 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 Receipt Points
Secondary Delivery(ies): All ML 7 Delivery 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.

Date: February 12, 2013

Contract No.: 122184

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

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.

Date: February 12, 2013

Contract No.: 122184

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: *Daniel J. Verbanac*

Title: Daniel J. Verbanac
President

Date: MARCH 4, 2013

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*

Title: Agent and Attorney-in-Fact

Date: 3/13/13

~~DATE~~ 2/13/13

AD 3-8-13
cc 3-13-13

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

Contract No: 122184
Rate Schedule: FTS-1
Contract Date: February 12, 2013
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2013	40304 JANESVILLE WI TO: October 31, 2016	1900	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Integrys Energy Services, Inc.
(#117721)

Agreement Effective Date: November 1, 2010
Amendment No. 01 Effective Date: November 1, 2011
Amendment No. 02 Effective Date: October 1, 2012
Amendment No. 03 Effective Date: April 1, 2013

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

TRANSPORTER:

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

SHIPPER:

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	Winter	Summer
MDQ	MDQ	MDQ
(DTH)	(DTH)	(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.

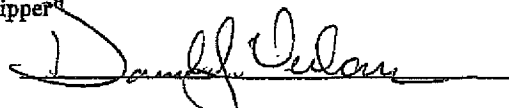
FTS-1 Contract No. 117721 dated October 27, 2010 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

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
DJS 10-27-11
ec 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

Contract No: 117721
Amendment No: 02

AMENDMENT

Date: September 19, 2012

"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 October 01, 2012 as follows:

Shipper and Transporter have agreed to change the Primary Receipt Point from Alliance/ANR Int (277072) to Will County (246067). 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: 

Daniel J. Verbanac

Title: President

Date: September 20, 2012

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Gary Charette
VP US Commercial Operations

Date: _____

AS 9-24-12
CC 9-24-12

100 9-20-12

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: September 19, 2012

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: October 01, 2012	28778 LITTLE CHUTE TO: October 31, 2016	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28778 LITTLE CHUTE TO: September 30, 2012	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2010	28778 LITTLE CHUTE TO: October 31, 2011	16504	0	0

Contract No: 117721
Amendment No: 03

AMENDMENT

Date: February 13, 2013

"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 April 01, 2013 as follows:

Shipper and Transporter have agreed to reduce the MDQ from 15,004 to 9,504. 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: 

Daniel J. Verbanac

Title: President

Date: March 4, 2013

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, - Commercial Services

Date: 3/13/13

DOB 2/13/13

AS 3-8-13

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: February 13, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2013	28778 LITTLE CHUTE TO: October 31, 2016	9504	0	0
246067 WILL COUNTY INT FROM: October 01, 2012	28778 LITTLE CHUTE TO: March 31, 2013	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28778 LITTLE CHUTE TO: September 30, 2012.	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

Integrys Energy Services, Inc.
(#119376)

Agreement Effective Date: November 1, 2011
Amendment No. 01 Effective Date: April 1, 2013

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

TRANSPORTER:

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

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.

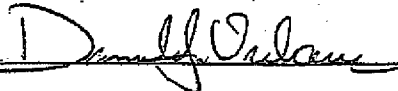
Date: October 26, 2011

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
PAB 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

Contract No: 119376
Amendment No: 01

AMENDMENT

Date: February 13, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 119376 dated October 26, 2011 ("Agreement") between Transporter and Shipper is amended effective April 01, 2013 as follows:

Shipper and Transporter have agreed to change the Primary Delivery Point from Frito Lay Sales (395460) to Menominee No 2 (11703). 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: *Daniel J. Verbanac*

Daniel J. Verbanac

Title: President

President

Date: March 4, 2013

March 4, 2013

ANR PIPELINE COMPANY

"Transporter"

By: *Joseph E. Pollard*

Joseph E. Pollard

Title: Director, - Commercial Services

Director, - Commercial Services

Date: 3/13/13

3/13/13

MB 2/13/13

AB 3-8-13

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: February 13, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2013	11703 MENOMINEE NO 2 TO: October 31, 2016	1500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	395460 FRITO LAY SALES TO: March 31, 2013	1500	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Integrys Energy Services, Inc.
(#122185)

Agreement Effective Date: April 1, 2013

Date: February 12, 2013

Contract No.: 122185

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.

4. TERM OF AGREEMENT:

April 01, 2013 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 provided herein.

Date: February 12, 2013

Contract No.: 122185

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

- A. The rate for the Primary Route MDQ 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 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 Receipt Points
Secondary Delivery(ies): All ML 7 Delivery 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.

Date: February 12, 2013

Contract No.: 122185

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

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:**

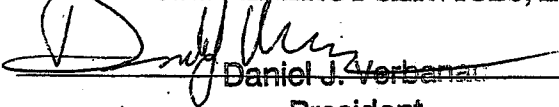
Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Date: February 12, 2013

Contract No.: 122185

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.

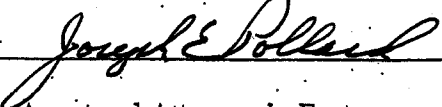
SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: 
Daniel J. Verbanat
Title: President

Title: _____

Date: March 4, 2013

TRANSPORTER: ANR PIPELINE COMPANY

By: 
Title: Agent and Attorney-in-Fact

Date: 3/12/13

DAB 2/13/13

*AS 3-8-13
cc 3-13-13*

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

Contract No: 122185
Rate Schedule: FTS-1
Contract Date: February 12, 2013
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2013	11703 MENOMINEE NO 2 TO: October 31, 2016	1500	0	0

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#109227)

Agreement Effective Date: June 16, 2003
Amendment No. 13 Effective Date: April 1, 2012
Amendment No. 15 Effective Date: April 1, 2013

Date: April 21, 2003

Contract No.: 109227

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable.

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

Contracts Quantity- See Exhibit attached hereto.

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

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

Date: April 21, 2003

Contract No.: 109227

4. **TERM OF AGREEMENT:**

June 16, 2003 to

March 31, 2006

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

Date: April 21, 2003

Contract No.: 109227

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

NOMINATIONS:

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

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

Date: April 21, 2003

Contract No.: 109227

ALL OTHER MATTERS:

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

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

8. FURTHER AGREEMENT:

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

Date: April 21, 2003

Contract No.: 109227

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

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

APPROVED
 6/12/03
 JPK
 LAW DEPT.

TRANSPORTER: ANR PIPELINE COMPANY

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

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

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

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

Annual Service
 Ratcheted Service

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

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

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

Contract No: 109227
Amendment No: 13

AMENDMENT

Date: July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

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

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

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

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

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

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

Contract No: 109227
Amendment No: 13

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

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

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

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

Contract No: 109227
Amendment No: 13

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

Contract No: 109227
Amendment No: 13

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

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

Legal
09/21/11
Date

AB 9-20-11
CE 9-21-11

JEP
9/12/11

DTB 8/30/11

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

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

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

Annual Service
Ratcheted Service

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

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

W=Withdrawal ;I=Injection

Contract No: 109227
Amendment No: 15

AMENDMENT

Date: January 03, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

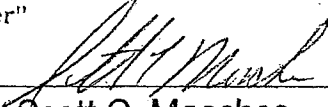
FSS Contract No. 109227 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 01, 2013 as follows:

Shipper and Transporter have agreed to reduce the MSQ from 852,150 to 500,750, reduce the MDWQ from 17,043 to 10,015 and reduce the MDIQ from 4,869 to 2,861. An updated Contract Quantity Exhibit reflecting these changes is attached.

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


WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: 
Title: Scott C. Moschea
Manager Gas Supply
Date: 01/15/13

ANR PIPELINE COMPANY

"Transporter"

By: 
Title: Director, - Commercial Services
Date: 1/16/13

DAG 1/4/13

AD 1-16-13
cc 1-17-13

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

Contract No: 109227
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date: January 03, 2013

Effective Start: April 01, 2013
 Effective End: March 31, 2020

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	500750
Base Maximum Daily Withdrawal Quantity (BMDWQ)	10015
Base Maximum Daily Injection Quantity (BMDIQ)	2861
Cyclability	711065

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
100151	- 500750	W1 MDWQ_1	10015
75114	- 100150	W2 MDWQ_2	9014
50076	- 75113	W3 MDWQ_3	8012
25039	- 50075	W4 MDWQ_4	7011
0	- 25038	W5 MDWQ_5	6009
0	- 450675	I1 MDIQ_1	2861
450676	- 500750	I2 MDIQ_2	2289

W=Withdrawal ;I=Injection

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

Contract No: 109227
 Rate Schedule: FSS
 Contract Date: April 21, 2003
 Amendment Date: January 03, 2013

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: April 01, 2012
 Effective End: March 31, 2013

Annual Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	852150
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17043
Base Maximum Daily Injection Quantity (BMDIQ)	4869
Cyclability	1210053

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
170431	- 852150	W1	MDWQ_1	17043
127824	- 170430	W2	MDWQ_2	15339
85216	- 127823	W3	MDWQ_3	13634
42609	- 85215	W4	MDWQ_4	11930
0	- 42608	W5	MDWQ_5	10226
0	- 766935	I1	MDIQ_1	4869
766936	- 852150	I2	MDIQ_2	3895

W=Withdrawal ;I=Injection

Reserved For Future Use

Reserved For Future Use

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

<u>Tariff Sections</u>	<u>Version</u>
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6.28 NON-CONFORMING AGREEMENTS

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

Contract No. 106102

2. Reserved For Future Use.
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4. Reserved For Future Use.
5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. ~~Kerr McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003~~Reserved For Future Use.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.
13. Reserved For Future Use.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713

15. Reserved For Future Use.

16. Reserved For Future Use.
17. Reserved For Future Use.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V.,
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19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation,
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21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May
23, 2006.

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

Contract No. 109212
23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.

Contract No. 109223
24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.

Contract No. 109854
25. ~~Reserved For Future Use Wisconsin Electric Power Company, ETS Agreement, dated
October 24, 2006.~~

~~Contract No. 112883~~
26. ~~Reserved For Future Use Wisconsin Gas LLC, ETS Agreement, dated October 26,
2006.~~

~~Contract No. 112891~~
27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.

Contract No. 118840

28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.
Contract Nos. 107877, 107879
29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.
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30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.
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31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.
Contract No. 107995
32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.
Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.
Contract Nos. 109210, 109211
34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.
Contract No. 109218
35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.
Contract No. 109222
36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.
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37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.
Contract No. 118552
38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.
Contract Nos. 118787, 118789

39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.
Contract Nos. 118793, 118794
40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.
Contract Nos. 114655, 114656
41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.
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Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.
Contract Nos. 114369, 114370
45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.
Contract No. 114512
48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.
Contract No. 107146
49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.
Contract No. 107147

50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.
Contract No. 108250
51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.
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52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.
Contract No. 113715
53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.
Contract No. 113729
54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.
Contract No. 113710
55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.
Contract No. 114091

Appendix C
ANR Pipeline Company
Marked Amendments

- 1) Integrys Energy Services, Inc.
Rate Schedule FTS-1 Service Agreement Amendment No. 03 (#117721)
- 2) Integrys Energy Services, Inc.
Rate Schedule FTS-1 Service Agreement Amendment No. 01 (#119376)
- 3) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement Amendment No. 15 (#109227)

Contract No: 117721
Amendment No: 03

AMENDMENT

Date: February 13, 2013

"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 April 01, 2013 as follows:

Shipper and Transporter have agreed to reduce the MDQ from 15,004 to 9,504. 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: February 13, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 WILL COUNTY INT FROM: April 01, 2013	28778 LITTLE CHUTE TO: October 31, 2016	15004 9504	0	0
277072 WILL COUNTY INT FROM: October 01, 2012	28778 LITTLE CHUTE TO: March 31, 2013	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28778 LITTLE CHUTE TO: September 30, 2012	15004	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2010	28778 LITTLE CHUTE TO: October 31, 2011	16504	0	0

Contract No: 119376
Amendment No: 01

AMENDMENT

Date: February 13, 2013

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: INTEGRYS ENERGY SERVICES, INC.

FTS-1 Contract No. 119376 dated October 26, 2011 ("Agreement") between Transporter and Shipper is amended effective April 01, 2013 as follows:

Shipper and Transporter have agreed to change the Primary Delivery Point from Frito Lay Sales (395460) to Menominee No 2 (11703). 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: 119376

Rate Schedule: FTS-1

Contract Date: October 26, 2011

Amendment Date: February 13, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2013	39546011703 FRITO LAY SALES MENOMINEE NO 2 TO: October 31, 2016	1500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	395460 FRITO LAY SALES TO: March 31, 2013	1500	0	0

Contract No: 109227
Amendment No: ~~13~~15

AMENDMENT

Date: ~~July 19, 2011~~ January 03, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 109227 dated April 21, 2003 ("Agreement") between Transporter and Shipper is amended effective April 01, ~~2012~~2013 as follows:

Shipper and Transporter have agreed to reduce the MSQ from 852,150 to 500,750, reduce the MDWQ from 17,043 to 10,015 and reduce the MDIQ from 4,869 to 2,861. An updated Contract Quantity Exhibit reflecting these changes 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: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
03.2013
AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

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

Effective Start: April 01, ~~2012~~ 2013
Effective End: March 31, 2020

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	857050500750
Base Maximum Daily Withdrawal Quantity (BMDWQ)	1714110015
Base Maximum Daily Injection Quantity (BMDIQ)	48982861
Cyclability	1217011711065

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
171411100151	-857050500750	W1	MDWQ_1	1714110015
12855975114	-171410100150	W2	MDWQ_2	154279014
8570650076	-12855875113	W3	MDWQ_3	137138012
4285425039	-8570550075	W4	MDWQ_4	119997011
0	-4285325038	W5	MDWQ_5	102856009
0	-771345450675	I1	MDIQ_1	48982861
771346450676	-857050500750	I2	MDIQ_2	39182289

W=Withdrawal ;I=Injection