



November 2, 2009

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

ANR Pipeline Company
717 Texas Street
Houston, TX 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

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

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) Regulations,¹ ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance one (1) Rate Schedule ETS and eleven (11) Rate Schedule FTS-1 negotiated rate service agreements that it has entered into to be effective November 1, 2009 and one (1) Rate Schedule FTS-1 negotiated rate service agreement that it has entered into to become effective November 1, 2010 (“Agreements”), as listed in Appendix A. As described below, such Agreements were entered into pursuant to ANR’s Wisconsin 2009 Expansion Project, certificated in Docket No. CP08-465-000.²

Correspondence

The names, titles and mailing address of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

M. Catharine Davis
Associate General Counsel
ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-5555
catharine_davis@transcanada.com

John A. Roscher
Director, Rates and Tariffs
ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5675
Fax (832) 320-6675
john_roscher@transcanada.com

¹ 18 C.F.R. Part 154 (2009).

² ANR Pipeline Company, 128 FERC ¶ 61,183 (2009).

Statement of 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 30 of the General Terms and Conditions of ANR's FERC Gas Tariff ("Tariff"), which authorized ANR to enter into negotiated rate agreements with its customers consistent with the Commission's January 31, 1996, Policy Statement.⁴ The Policy Statement requires pipelines, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction.⁵

With regard to the requirements for negotiated rate filings, the Commission has also stated that, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed by the pipeline's filing."⁶ ANR advises that no undisclosed agreements, etc., are linked to the Agreements submitted herein.

Wisconsin 2009 Expansion Project

On August 20, 2008, in Docket No. CP08-465-000, ANR filed an application under Section 7(c) of the Natural Gas Act requesting a certificate of public convenience and necessity authorizing ANR to construct and operate approximately 8.9 miles of 30-inch pipeline and related facilities to loop an existing lateral in Rock County, Wisconsin, in order to meet growing demand for natural gas service by providing approximately 97,880 Dth/d of incremental firm capacity ("Wisconsin 2009 Expansion Project" or "Project"). ANR has executed the attached Agreements which include a total contract quantity of 91,400 Dth/d, phased in over the first four years of the Agreements. Ordering paragraph (B)3 of the August 24, 2009 Order Issuing Certificate ("August 24th Order")⁷ required ANR to file either its negotiated rate contracts or numbered tariff sheets not less than 30 days and no more than 60 days prior to the commencement of service on the proposed expansion facilities. As further explained below, ANR is filing these Agreements in anticipation of an in-service date for a portion of the Project facilities on or about December 15, 2009.

Pursuant to item 6 of the August 24th Order's Appendix, ANR was required to file its Implementation Plan ("Plan") prior to the start of construction of the Wisconsin 2009 Expansion Project. On September 14, 2009, ANR filed its Plan which was approved by unpublished letter order on September 17, 2009.⁸ The Plan detailed the construction and restoration timeline, noting that ANR planned to delay construction of its proposed pipeline looping until May 2010 in order to avoid winter construction activities. ANR indicated that it planned to proceed with construction of the upgrades to its North Wausau Meter Station starting in October 2009 and ending in November 2009, and to construct its upgrades to the Randolph Meter Station starting in

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

⁴ Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 (1996) ("Policy Statement").

⁵ Northern Natural Gas Co., 77 FERC ¶ 61,035 at 61,138 (1996).

⁶ Columbia Gulf Transmission Company, 85 FERC ¶ 61,373, at 62,424 (1998).

⁷ ANR Pipeline Company, 128 FERC ¶ 61,183 (2009).

⁸ ANR Pipeline Company, Docket No. CP08-465-000 (September 17, 2009) (unpublished letter order).

November 2009 and ending in December 2009. ANR commenced construction of the Project on September 30, 2009 and believes that it will complete the meter station upgrades as proposed on or about December 15, 2009. The meter station upgrades will enable ANR to provide the initial 20,400 Dth/d of firm service reflected in the Agreements that become effective in 2009. Completion of the pipeline looping will enable ANR to provide the remaining firm service commitments for November 1, 2010 and beyond. In conjunction with the Plan's timeline, on October 16, 2009 ANR filed tariff sheets, which incorporated its proposed incremental rates for the Wisconsin 2009 Expansion Project, and requested that the tariff sheets be placed into effect on December 1, 2009, in the event that construction is completed earlier than anticipated. The Commission has not yet issued an order regarding the October 16 filing.

Negotiated Rate Agreements to be Effective November 1, 2009

As required by the August 24th Order and consistent with the Policy Statement, ANR is submitting for filing the below-referenced Wisconsin 2009 Expansion Project Agreements that commence in 2009 ("2009 Agreements") and is requesting that the Commission approve these 2009 Agreements to be effective November 1, 2009. Pursuant to terms of the 2009 Agreements, however, ANR shall not be obligated to receive or deliver quantities of gas, nor shall shippers be obligated to start service, prior to the Commencement Date, defined in the Agreements as the later of November 1, 2009, or the in-service date of the Wisconsin 2009 Expansion Project (projected to occur on or about December 15, 2009). As such, while the 2009 Agreements filed herein are effective on November 1, 2009, gas flow and billing will not commence until construction is complete and all FERC approvals are received necessary to place the facilities into service, *i.e.*, not until December 1, 2009 at the earliest. Other than the below-stated fixed rates, these Agreements do not contain any provision that is either non-conforming or a material deviation from the Form of Agreement in ANR's Tariff.⁹

- ANR is filing Wisconsin Public Service Corp. Contract No. 114505 as a negotiated rate agreement because the parties have agreed to fixed rates in the Agreement. The specific contract fixed rates are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit during the primary term of the Agreement shall be a Fixed Monthly Reservation Rate of \$5.974 per dth-month and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff.
- ANR is filing United Wisconsin Grain Producers, LLC Contract No. 114489 as a negotiated rate agreement because the parties have agreed to fixed rates in the Agreement. The specific contract fixed rates are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit during the primary term of the Agreement shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff.

⁹ ANR has elected to implement Agreements by filing them in accordance with Section 30.2 of the General Terms and Conditions of its Tariff. The Agreements provides all of the information required by Section 30 of ANR's Tariff: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) receipt and delivery points; and (5) the contract quantities.

- ANR is filing Integrys Energy Services, Inc. Contract Nos. 114498, 114499, 114500, 114501, 114502, 114503 and 114504 as negotiated rate agreements because the parties have agreed to fixed rates in the Agreements. The specific contract fixed rates for all of the listed Agreements are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit during the primary term of the Agreement shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff.
- ANR is filing Madison Gas & Electric Company Contract No. 114512 as a negotiated rate agreement because the parties have agreed to fixed rates in the Agreement. The specific contract fixed rates are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit and secondary receipts/deliveries listed in Section 8A shall be a Fixed Monthly Reservation Rate of \$3.0420 per dth and a Fixed Commodity Rate of \$0.0075 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1075 per dth). These rates shall be inclusive of any other fees or surcharges under ANR's Tariff, not to exceed the total of the Maximum Reservation, Commodity and applicable surcharge rates.
- ANR is filing Northern States Power Company - Wisconsin Contract No. 114667 as a negotiated rate agreement because the parties have agreed to fixed rates in the Agreement. The specific contract fixed rates are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit during the primary term of the Agreement shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff.
- ANR is filing Didion Ethanol, LLC Contract No. 114677 as a negotiated rate agreement because the parties have agreed to fixed rates in the Agreement. The specific contract fixed rates are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit during the primary term of the Agreement shall be a Fixed Monthly Reservation Rate of \$5.3660 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff.

Negotiated Rate Agreement to become Effective November 1, 2010

As required by the August 24th Order and consistent with the Policy Statement, ANR is submitting the attached Wisconsin 2009 Expansion Project Agreement that commences in 2010 ("2010 Agreement") and is requesting that the Commission approve this Agreement to become effective November 1, 2010. Pursuant to the 2010 Agreement, ANR shall not be obligated to receive or deliver quantities of gas, nor shall shippers be obligated to start service, prior to the Commencement Date, defined as the later of November 1, 2010 or the in-service date of the Wisconsin 2009 Expansion Project facilities. Other than the below-stated fixed rates, the Agreement does not contain any provision that is either non-conforming or materially deviates

from the Form of Agreement in ANR's Tariff.¹⁰ ANR notes that this Agreement has a later effective date than the 2009 Agreements listed above and that the effective date is outside of the 30 to 60-day window referenced in the August 24th Order. ANR is submitting all of the Wisconsin 2009 Expansion Project Agreements for approval so that the Commission can address them as a whole and at one time. As such, ANR respectfully requests that the Commission grant all waivers of its regulations necessary to approve the 2010 Agreement at this time.

- ANR is filing Northern States Power Company - Minnesota Contract No. 114492 as a negotiated rate agreement because the parties have agreed to fixed rates in the Agreement. The specific contract fixed rates are as follows: the rate for the Primary Route MDQ as listed in the Primary Route Exhibit during the primary term of the Agreement shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under ANR's Tariff.

Material Enclosed

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

- (1) The instant transmittal letter; and
- (2) A summary and a paper copy of the subject negotiated rate service agreements (Appendix A).

Effective Date

ANR respectfully requests that the Commission grant all waivers of its regulations and ANR's Tariff necessary to accept this filing and approve the 2009 Agreements to be effective November 1, 2009 and the 2010 Agreement to become effective November 1, 2010.

Certificate of Service

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

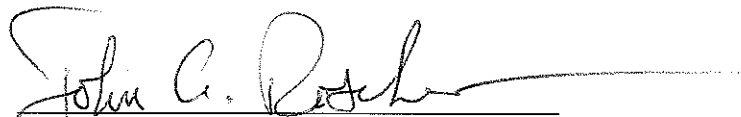
Please confirm receipt of this filing by so indicating on the enclosed copy of this filing and returning it to me in the self addressed, stamped envelope provided.

¹⁰ Ibid.

Ms. Kimberly D. Bose
November 2, 2009
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Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John A. Roscher", written over a horizontal line.

John Roscher
Director, Rates & Tariffs

Enclosures

APPENDIX A

WISCONSIN 2009 EXPANSION PROJECT DOCKET NO. CP08-465-000

Negotiated Rate Agreements to be Effective November 1, 2009

<u>Shipper Name</u>	<u>Service Type</u>	<u>Contract No.</u>
Wisconsin Public Service Corp.	ETS	114505
United Wisconsin Grain Producers, LLC	FTS-1	114489
Integrys Energy Service, Inc.	FTS-1	114498
Integrys Energy Service, Inc.	FTS-1	114499
Integrys Energy Service, Inc.	FTS-1	114500
Integrys Energy Service, Inc.	FTS-1	114501
Integrys Energy Service, Inc.	FTS-1	114502
Integrys Energy Service, Inc.	FTS-1	114503
Integrys Energy Service, Inc.	FTS-1	114504
Madison Gas & Electric Company	FTS-1	114512
Northern States Power Company - Wisconsin	FTS-1	114667
Didion Ethanol, LLC	FTS-1	114677

Negotiated Rate Agreement to become Effective November 1, 2010

<u>Shipper Name</u>	<u>Service Type</u>	<u>Contract No.</u>
Northern States Power Company - Minnesota	FTS-1	114492

Date: April 02, 2008

Contract No.: 114505

ETS SERVICE AGREEMENT

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

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114505

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

Date: April 02, 2008

SHIPPER:

WISCONSIN PUBLIC SERVICE CORP.
700 N ADAMS ST
GREEN BAY, WI 543079001
Attention: RONALD G. MOSNIK

Telephone: 920-433-1325
Fax: 920-430-6806

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORP.
700 N ADAMS ST
GREEN BAY, WI 543079001
Attention: GAS SETTLEMENTS ANNUAL 1

Telephone: 920-433-2929
Fax: 920-433-1436

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 \$5.974 per dth-month and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged 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.

Date: April 02, 2008

Contract No.: 114505

- C. A Rate Schedule ETS Shipper or Replacement Shipper paying a negotiated rate of \$0.2039 (ETS 100% Load Factor negotiated rate) shall have the right to utilize any out-of-path Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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 ETS service. In addition, Shipper shall be charged ACA, Transporter's Use and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- F. Effective with the Commencement Date of this agreement, ANR and Wisconsin Public Service Corporation agree to make appropriate amendments pursuant to the provisions of the Minimum Delivery Pressure and Maximum Delivery Level Agreement dated October 27, 2004. Delivery capacity in the "Exhibit B" to the Minimum Delivery Pressure and Maximum Delivery Level Agreement will be amended as follows:

Gate Station Name	ETS/MDL Quantity Increase (Dth/d)	
	Winter Period	Summer Period
North Wausau	3,000	3,000
Total:	3,000	3,000

- G. Except as otherwise provided in Paragraphs 8.A., 8.B, 8.C, and 8.D, the negotiated rate stated in Paragraph 8.A shall remain fixed during the term of this Agreement and shall not be subject to change or modification in a rate case filed pursuant to the Natural Gas Act.

Date: April 02, 2008

Contract No.: 114505

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 PUBLIC SERVICE CORP.

By: Tom Zack

Title: VICE PRESIDENT, GAS Supply

Date: 9-24-09

CA	(S)	9-24-09
GS	(K)	
CR	(A)	
LG	(K)	

(KG)

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 10/5/09

AS 9-30-09
EB 10-2-09

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORP. (Shipper)

Contract No: 114505
Rate Schedule: ETS
Contract Date: April 02, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	139258 WPSC - GROUP 1 TO: October 31, 2019	3000	0	0

Date: April 01, 2008

Contract No.: 114489

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and UNITED WISCONSIN GRAIN PRODUCERS, LLC (Shipper).

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper

Date: April 01, 2008

Contract No.: 114489

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: April 01, 2008

Contract No.: 114489

SHIPPER:

UNITED WISCONSIN GRAIN PRODUCERS, LLC
P.O. BOX 247
FRIESLAND, WI 53935
Attention: JEFF ROBERTSON

Telephone: 920-348-5016
Fax: 920-348-5009

INVOICES AND STATEMENTS:

UNITED WISCONSIN GRAIN PRODUCERS, LLC
P.O. BOX 247
FRIESLAND, WI 53935
Attention: BARB BONTRAGER

Telephone: 920-348-5016
Fax: 920-348-5009

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 \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.


Date: April 01, 2008

Contract No.: 114489

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any out-of-path Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC, and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

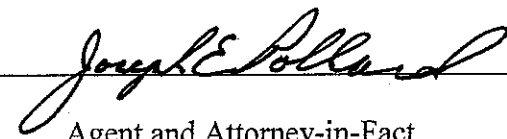
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: UNITED WISCONSIN GRAIN PRODUCERS, LLC

By: 
Title: CEO
Date: Oct 12 / 2009

vd

TRANSPORTER: ANR PIPELINE COMPANY

By: 
Title: Agent and Attorney-in-Fact
Date: 10/22/09

EA 10/21/09

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND UNITED WISCONSIN GRAIN PRODUCERS, LLC (Shipper)

Contract No: 114489

Rate Schedule: FTS-1

Contract Date: April 01, 2008

Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28670 RANDOLPH TO: October 31, 2019	2500	0	0

Date: April 02, 2008

Contract No.: 114498

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 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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114498

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such 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 ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: April 02, 2008

Contract No.: 114498

SHIPPER:

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

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

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.

Date: April 02, 2008

Contract No.: 114498

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: *Donald Verlaan*
Title: Chief Operating Officer
Date: 9/16/09

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: 9/22/09

*209/22/09
ES 9/22/09*

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

Contract No: 114498
Rate Schedule: FTS-1
Contract Date: April 02, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28676 MCFARLAND TO: October 31, 2019	150	0	0

Date: April 02, 2008

Contract No.: 114499

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 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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114499

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: April 02, 2008

Contract No.: 114499

SHIPPER:

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

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

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.

Date: April 02, 2008

Contract No.: 114499

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: Daniel Udun
 Title: Chief Operating Officer
 Date: 9/16/09

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard
 Title: Agent and Attorney-in-Fact
 Date: 9/22/09

20 9/16/09
PS 9/22/09

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

Contract No: 114499
Rate Schedule: FTS-1
Contract Date: April 02, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28670 RANDOLPH TO: October 31, 2019	500	0	0

Date: April 02, 2008

Contract No.: 114500

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 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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114500

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: April 02, 2008

Contract No.: 114500

SHIPPER:

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

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

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.

Date: April 02, 2008

Contract No.: 114500

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: *Daniel V. Nelson*
Title: Chief Operating Officer
Date: 9/16/09

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: 9/22/09

*20 9/21/09
9/22/09*

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

Contract No: 114500
Rate Schedule: FTS-1
Contract Date: April 02, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28780 FREEDOM TO: October 31, 2019	100	0	0

Date: April 02, 2008

Contract No.: 114501

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 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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114501

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: April 02, 2008

Contract No.: 114501

SHIPPER:

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

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

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.

Date: April 02, 2008

Contract No.: 114501

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: *Donald J. Ueber*
Title: *Chief Operating Officer*
Date: *9/16/09*

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: *9/22/09*

*LD 9/21/09
EB 9/22/09*

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

Contract No: 114501
Rate Schedule: FTS-1
Contract Date: April 02, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28862 NEW LONDON WI TO: October 31, 2019	350	0	0

Date: April 02, 2008

Contract No.: 114502

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 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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114502

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

Date: April 02, 2008

Contract No.: 114502

SHIPPER:

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

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

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.

Date: April 02, 2008

Contract No.: 114502

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: *Daniel J. Veuler*
Title: *Chief Operating Officer*
Date: *9/16/09*

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: *9/22/09*

*20 9/21/09
ES 9/22/09*

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

Contract No: 114502
Rate Schedule: FTS-1
Contract Date: April 02, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28865 ADAMS WI TO: October 31, 2019	100	0	0

Date: April 02, 2008

Contract No.: 114503

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 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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114503

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

Date: April 02, 2008

Contract No.: 114503

SHIPPER:

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

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

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.

Date: April 02, 2008

Contract No.: 114503

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: *Daniel Ueber*
Title: *Chief Operating Officer*
Date: *9/16/09*

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: *9/22/09*

*LO 9/21/09
ES 9/22/09*

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

Contract No: 114503
Rate Schedule: FTS-1
Contract Date: April 02, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28855 BEAR CREEK TO: October 31, 2019	100	0	0

Date: April 02, 2008

Contract No.: 114504

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 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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: April 02, 2008

Contract No.: 114504

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: April 02, 2008

Contract No.: 114504

SHIPPER:

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

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

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 ("MDQ") as listed in the attached Primary Route Exhibit during the primary term hereof shall be a Fixed Monthly Reservation Rate of \$5.366 per dth-month 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) and EPC Charge (Electric Power Cost) 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.

Date: April 02, 2008

Contract No.: 114504

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: INTEGRYS ENERGY SERVICES, INC.

By: *Daniel Ular*
 Title: *Chief Operating Officer*
 Date: *9/16/09*

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollack*
 Title: Agent and Attorney-in-Fact
 Date: *9/22/09*

*209/21/09
e2 9/22/09*

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

Contract No: 114504
 Rate Schedule: FTS-1
 Contract Date: April 02, 2008
 Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28774 RHINELANDER TO: October 31, 2019	350	0	0

Date: April 08, 2008

Contract No.: 114512

FTS - 1 SERVICE AGREEMENT

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

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

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

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

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:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2014; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date." Similarly, Shipper shall be under no obligation to pay for service, nor to receive or deliver any quantities of natural gas hereunder prior to the "Commencement Date." The "Commencement

Date: April 08, 2008

Contract No.: 114512

Date" shall be the later of November 1, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such 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 08, 2008

Contract No.: 114512

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

Telephone: 608-252-7183
Fax: 608-252-1537

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 \$3.0420 per dth and a Fixed Commodity Rate of \$0.0075 (equivalent on a daily basis to a 100% Load Factor Rate of \$0.1075 per dth). Shipper shall have all rights to change Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time. Transporter further agrees that Shipper shall retain the rates set forth herein at a changed Primary Receipt Point to the extent that such a requested Primary Receipt Point is within the ANR Joliet Hub and Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff. These rates shall be inclusive of any other fees

Date: April 08, 2008

Contract No.: 114512

or surcharges under Transporter's FERC Gas Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff

Secondary Receipts: All Points within the ANR Joliet Hub

Secondary Deliveries: All Points within the State of Wisconsin

- B. Transporter agrees to charge Shipper for Deliveries from the Primary Receipt Point, or Secondary Receipt Points within the ANR Joliet Hub, Janesville, or Shipper's gate stations to a Secondary Delivery Point at ANRPL Storage Facilities a Reservation Rate not to exceed a daily rate of \$0.1341 per dth, plus applicable Commodity charges, ACA and Transporter's Use (Fuel) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. Except as provided for above and in Transporter's FERC Gas Tariff, the MDQ associated with the service to Secondary Delivery Point(s) and/or Secondary Receipt Point(s) will be at the rates set forth in Section 5, unless otherwise agreed to by Transporter and Shipper. Section 5 requires that, in addition to reservation and commodity charges, Shipper shall be charged ACA, Transporter's Use, and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.
- E. Shipper shall be entitled to extend this Service Agreement in conformity with the Right of First Refusal ("ROFR") provided in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as if Shipper's Service Agreements ending on 10/31/2014 were maximum tariff rate agreements. In any exercise of the ROFR allowed under those provisions of Transporter's FERC Gas Tariff, Shipper

Date: April 08, 2008

Contract No.: 114512

shall have the right to continue all the terms of the Service Agreement, including the pressure assurance. For the avoidance of doubt, Shipper and Transporter agree that, consistent with Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper is limited to exercising its ROFR at the Wisconsin 2009 Project rate as approved in Docket No. CP08-465-000 for FTS-1 service and as the FTS-1 rate for Wisconsin 2009 Project capacity may be on file and in effect from time to time or by matching another shipper's bid that was acceptable to Transporter, except that, in accordance with Transporter's FERC Gas Tariff, Shipper and Transporter may agree to a different rate if no other bids acceptable to Transporter are submitted. In the event that Shipper exercises its ROFR, the rate for deliveries to ANRPL Storage Facilities as a Secondary Delivery Point will not be less than the agreed upon contractual rate for the primary service or more than the applicable Wisconsin 2009 project rate for FTS-1 service. Moreover, all of the conditions set forth in Section 8F hereof shall be included in any such extended Service Agreement, unless such conditions are otherwise modified by the mutual agreement of Shipper and Transporter.

F. During the term of this Service Agreement, Transporter and Shipper understand and agree that Transporter shall have on a continuing, timely basis the necessary contractual arrangements and/or facilities to provide service under this Service Agreement to Shipper at its North Madison gate at the static measurement point, at the custody transfer meter, with a minimum pressure of 350 psig or above at both the North Madison and South Madison gates providing that the following conditions are maintained and satisfied:

1. Allocated Daily Volume is the specific allocated firm contractual amount of capacity at each gate station. At each of the four gate stations within the Madison aggregation group, the Allocated Daily Volume shall be no more than:

North Madison: 55,819 dth/d, but new firm contractual commitments with any shipper can cause this to increase to 59,819 dth/d;

South Madison: 52,178 dth/d, but new firm contractual commitments with any shipper can cause this to increase to 57,178 dth/d;

Windsor: 40,415 dth/d;

Madison: 18,597 dth/d;

Upon Shipper's request, Transporter agrees to examine the Allocated Daily Volumes for the four gate stations each October 1 of any year. While not adjusting the total

Date: April 08, 2008

Contract No.: 114512

volumes, Shipper and Transporter may mutually agree to a different allocation of the total volumes to each gate station to be effective November 1 of that year and continuing until another allocation is agreed upon. Any such allocation must be consistent with Transporter's FERC Gas Tariff and its contractual commitments with shippers at these gate stations;

2. Shipper will not exceed its Maximum Daily Quantity under any of its agreements unless it has specific advance authority from Transporter;
3. The percentage by which the delivery rate of the Allocated Daily Volume can exceed a calculated even flow rate over the full day shall not be more than 39.81 percent at any fifteen (15) minute time interval during the period between 7:00 am to 9:00 am. The percentage by which the delivery rate of the Allocated Daily Volume can exceed an even flow rate at any other time interval during the Service Day shall not be more than 16.88 percent. Shipper agrees that if it uses these percentages when taking its capacity on any given Service Day, then there must be periods where its delivery rate is below that of an even flow rate as calculated from the Allocated Daily Volume for a full Service Day;
4. To the extent that Shipper fails to meet the conditions set forth in this Section 8F on any Service Day, Transporter shall not be required to meet the minimum pressure assurance set forth herein for the remainder of such Service Day;
5. Transporter's pressure assurance to Shipper of 350 psig in accordance with this Section 8F is a component of Shipper's Firm Service to and from Primary Points and Transporter shall not schedule service to Secondary Delivery Points at the applicable gate stations or interruptible service above the Allocated Daily Volume limitations in Subsection (1) above if Transporter does not consider that it could continue to provide 350 psig of pressure in accordance with this Section 8F. However, if Transporter schedules secondary volumes above the Allocated Daily Volume limitations in Subsection (1) above then Transporter, nevertheless, will maintain its pressure assurance to Shipper. Intra-day nominations of primary firm service that would cause the pressure assurance to not be met will be accepted only if Shipper waives Transporter's compliance with the pressure assurance;
6. Transporter will not contract for new firm service at the four gate stations in Subsection (1) with any shipper unless it is able to maintain the pressure assurance and adjust the Daily Allocated Volume accordingly. Shipper agrees that any request for capacity under Contact No. 106470 or any other similar agreement that would cause the Allocated Daily Volumes to increase to more than the amount contemplated

Date: April 08, 2008

Contract No.: 114512

in Subsection (1) would void the pressure assurance unless mutually agreed otherwise;

7. In order to retain the pressure assurance during the period that the pressure assurance is in effect, Shipper will maintain at least 157,650 dth/d of firm winter transportation capacity under contract with Transporter at the four gate stations listed in Subsection (1).

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: MADISON GAS & ELECTRIC COMPANY

By:

Scott A. Antel *SA Antel*

Title: Vice President - Energy Supply

Date: 9-23-09

TRANSPORTER: ANR PIPELINE COMPANY

By:

Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date:

10/5/09 *pb 9/30/09
es 10/2/09*

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND MADISON GAS & ELECTRIC COMPANY (Shipper)

Contract No: 114512
Rate Schedule: FTS-1
Contract Date: April 08, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	36868 NORTH MADISON TO: October 31, 2014	5000	0	0

Date: November 01, 2009

Contract No.: 114667

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION (Shipper).

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

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

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

284G

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

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be effective as of November 1, 2009 ("Effective Date"), and shall continue in full force and effect through October 31, 2019; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date" and Shipper shall be under no obligation to start service hereunder prior to the "Commencement Date." The "Commencement Date" shall be the later of November 1, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the

Date: November 01, 2009

Contract No.: 114667

services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

Date: November 01, 2009

Contract No.: 114667

SHIPPER:

NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION
1414 W HAMILTON AVE., PO BOX 8
EAU CLAIRE, WI 54702
Attention: JONI ZICH

Telephone: 715-737-4692
Fax: 715-737-1063

INVOICES AND STATEMENTS:

NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION
550 15TH ST
FLOOR 6
DENVER, CO 80202
Attention: COMMERCIAL ACCOUNTING

Telephone: 303-571-6943
Fax: 303-571-2720

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 \$5.366 per dth-month 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%) and EPC Charge (Electric Power Cost) 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.


Date: November 01, 2009

Contract No.: 114667

- C. A Rate Schedule FTS-1 shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any out-of-path Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

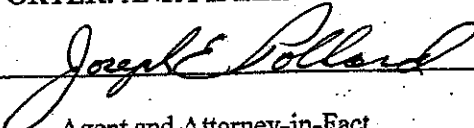
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the Effective Date.

SHIPPER: NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION

By: 
 Title: Name: Susan Arigoni
Title: Vice President Fuels
Xcel Energy Services Inc. as agent for Northern States Power Company, a Wisconsin Corporation
 Date: 10-22-2009

RTS 1/1

TRANSPORTER: ANR PIPELINE COMPANY

By: 
 Title: Agent and Attorney-in-Fact
 Date: 10/22/09

LD 10/22/09
ES 10/22/09

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION (Shipper)**

Contract No: 114667
Rate Schedule: FTS-1
Contract Date: November 01, 2009
Amendment Date: October 29, 2009

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2012	28873 MARSHFIELD/VIKING INT TO: October 31, 2019	8500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28873 MARSHFIELD/VIKING INT TO: October 31, 2012	7500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2010	28873 MARSHFIELD/VIKING INT TO: October 31, 2011	5000	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28873 MARSHFIELD/VIKING INT TO: October 31, 2010	4000	0	0

Date: July 31, 2008

Contract No.: 114677

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and DIDION ETHANOL, LLC (Shipper).

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be effective as of November 1, 2009, and shall continue in full force and effect through October 31, 2019; 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, 2009, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. _____, which are necessary to provide the services hereunder. In no event shall the Commencement Date be prior to November 1, 2009, unless mutually agreed to in writing by Transporter and Shipper.

Date: July 31, 2008

Contract No.: 114677

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such 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 ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

Date: July 31, 2008

Contract No.: 114677

SHIPPER:

DIDION ETHANOL, LLC
210 GRELL LANE
JOHNSON CREEK, WI 53038

Attention: DOW DIDION

Telephone: 920-348-5868
Fax: 920-348-6203

INVOICES AND STATEMENTS:

DIDION ETHANOL, LLC
210 GRELL LANE
JOHNSON CREEK, WI 53038

Attention: DOW DIDION

Telephone: 920-348-5868
Fax: 920-348-6203

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 \$5.3660 per dth-month 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 any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) 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.

Date: July 31, 2008

Contract No.: 114677

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any out-of-path Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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 (Fuel %), EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.

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

SHIPPER: DIDION ETHANOL, LLC

By: [Signature]

Title: MANAGER

Date: 8/11/08

TRANSPORTER: ANR PIPELINE COMPANY

By: [Signature: Joseph E. Pollard]

Title: Agent and Attorney-in-Fact

Date: 8/31/09

~~AB~~ 8-27-09
lp 8-28-09

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

Contract No: 114677
Rate Schedule: FTS-1
Contract Date: July 31, 2008
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2009	28670 RANDOLPH TO: October 31, 2019	4250	0	0

Date: November 01, 2009

Contract No.: 114492

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION (Shipper).

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall be effective as of November 1, 2010 ("Effective Date"), and shall continue in full force and effect through October 31, 2019; provided, however, Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the "Commencement Date" and Shipper shall be under no obligation to start service hereunder prior to the "Commencement Date." The "Commencement Date" shall be the later of November 1, 2010, or the in-service date of the Wisconsin 2009 Expansion Project facilities as described in FERC Docket No. CP08-465-000, which are necessary to provide the

Date: November 01, 2009

Contract No.: 114492

services hereunder. In no event shall the Commencement Date be prior to November 1, 2010, unless mutually agreed to in writing by Transporter and Shipper.

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

Date: November 01, 2009

Contract No.: 114492

SHIPPER:

NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION
1414 W Hamilton Ave
PO Box 8
Eau Claire, WI 54742
Attention: JONI ZICH

Telephone: 715-737-4692

Fax: 715-737-1063

INVOICES AND STATEMENTS:

NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION
550 5TH STREET
6TH FLOOR
DENVER, CO 80202
Attention: COMMERCIAL ACCOUNTING

Telephone: 303-571-6943

Fax: 303-571-2720

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 \$5.366 per dth-month 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%) and EPC Charge (Electric Power Cost) 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.

Date: November 01, 2009

Contract No.: 114492

- C. A Rate Schedule FTS-1 Shipper or Replacement Shipper paying a negotiated rate of \$0.1839 (FTS-1 100% Load Factor negotiated rate) shall have the right to utilize any out-of-path Secondary Receipt Points and Secondary Delivery Points within Transporter's ML-7 Zone at no additional charge.
- 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, EPC and any other fees or surcharges under Transporter's FERC Gas Tariff.
- E. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Term 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 Effective Date.

SHIPPER: NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION

By: *Susan Arigoni*
Name: Susan Arigoni
Title: Vice President Fuels
Title: Xcel Energy Services Inc. as agent for Northern States Power Company, a Minnesota Corporation
Date: 10-22-2009

RS/K

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: 10/22/09

*RO 10/22/09
DS 10/22/09*

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION (Shipper)

Contract No: 114492
Rate Schedule: FTS-1
Contract Date: November 01, 2009
Amendment Date: October 29, 2009

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2012	28873 MARSHFIELD/VIKING INT TO: October 31, 2019	66500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2011	28873 MARSHFIELD/VIKING INT TO: October 31, 2012	57500	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2010	28873 MARSHFIELD/VIKING INT TO: October 31, 2011	50000	0	0