



September 30, 2013

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

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Re: ANR Pipeline Company
Non-Conforming Service Agreements
Docket No. RP13-_____ -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance the tariff sections listed in Appendix A to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and the tariff records listed in Appendix A that include four (4) Rate Schedule ETS (“ETS”) and two (2) Rate Schedule FTS-1 (“FTS”) negotiated rate service agreements which contain terms that deviate from ANR’s Form of Service Agreement (“FSA”).² The service agreements are being filed pursuant to the March 31, 2011, Settlement Agreement (“Settlement”) and subsequent August 4, 2011, Commission order approving the uncontested Settlement,³ as further described below. ANR requests that the Commission accept the proposed tariff sections and tariff records to become effective November 1, 2013.

¹ 18 C.F.R. Part 154 (2013).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42 states that “Negotiated rate agreements and other non-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the tariff records included herein as whole documents, in PDF format.

³ *Wisconsin Electric Power Company, et al. v. ANR Pipeline Company*, Docket No. RP10-517-000, 136 FERC ¶ 61,080 (2011).

Correspondence

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

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Statement of the Nature, Reasons and Basis for Filing

The Settlement provides, *inter alia*, that ANR and the Complainants⁴ would amend and extend certain service agreements effective on one of five consecutive “seasonal dates” when ANR transitioned between its summer and winter periods,⁵ beginning with the winter of 2011. ANR has previously filed with the Commission the first four tranches of agreements that were amended and extended as part of the Settlement,⁶ as more fully described below. The agreements submitted in the instant filing represent all remaining agreements contemplated by the Settlement.

Specifically, in the instant filing ANR is filing six (6) negotiated rate service agreements that contain terms that deviate from ANR’s FSA (“Agreements”) in addition to two (2) tariff sections reflecting the Agreements, in accordance with the terms of the Settlement.

⁴ The Complainants in Docket No. RP10-517-000 are Wisconsin Electric Power Company (“Wisconsin Electric”), Wisconsin Gas LLC (“Wisconsin Gas”), and Wisconsin Public Service Corporation (“WPS”).

⁵ ANR’s winter period begins November 1st of each calendar year and the summer period begins April 1st of each calendar year.

⁶ Additionally, included in the first four tranches were five new service agreements between ANR and the Complainants which were contemplated by the Settlement.

Background

As a result of the unbundling required by Order No. 636, ANR implemented measures to ensure gas receipts at its interconnection with Viking Gas Transmission Company near Marshfield, Wisconsin (“Marshfield Interconnect”) in order to meet the firm requirements of shippers in western Wisconsin (“Marshfield Shippers”).⁷ On March 31, 2011, in Docket No. RP10-517-000, ANR and the Complainants jointly submitted the Settlement, which resolved long-standing operational issues concerning ANR’s need for gas receipts at the Marshfield Interconnect. The Settlement eliminated the need for the Marshfield Shippers to maintain 101,135 Dth per day of primary receipt capacity at the Marshfield Interconnect and allowed them to move their primary receipt points pursuant to the Commission’s open access flexible receipt and delivery point policies.

As ANR explained in its Offer of Settlement and Explanatory Statement, critical to the Settlement was an agreement by the Marshfield Shippers to extend certain contracts, with agreed-to terms and conditions. The Settlement specified that the parties would enter into new contracts and would amend certain existing Marshfield Contracts⁸ and Non-Marshfield Contracts.⁹ The Settlement specified the terms and conditions that would be included in these contracts, including, among other things, conditions precedent relating to construction of the MRP Facilities,¹⁰ cost recovery of the MRP Facilities, movement and operation of primary points, and contract reduction rights. As stated above, the Commission approved the Settlement on August 4, 2011.

As contemplated by the Settlement, on September 30, 2011, in Docket No. RP11-2652-001, ANR filed six (6) service agreements that contained non-conforming provisions similar to those

⁷ The term “Marshfield Shippers” refers to: a) Wisconsin Electric, b) Wisconsin Gas, c) WPS, d) City Gas Company (“City Gas”), and e) Wisconsin Power and Light Company (“WP&L”).

⁸ The Complainants’ Marshfield Contracts were listed in Attachment A included in the Settlement and comprise the majority of the transportation service capacity affected by the 2004 Marshfield Settlement. The remainder of the 101,135 Dth of transportation service capacity referenced in the Settlement is currently held by City Gas and WP&L. *ANR Pipeline Company*, Docket No. RP05-69-000 (December 13, 2004) (unpublished Director’s letter order) (“2004 Marshfield Settlement”).

⁹ The Non-Marshfield Contracts were listed in Attachment B included in the Settlement.

¹⁰ The MRP Facilities are described in the Settlement, and are anticipated to be placed in service in early October 2013. ANR received approval to construct the MRP Facilities in Docket No. CP11-539-000. *ANR Pipeline Company*, 139 FERC ¶ 61,049 (2012).

discussed herein. On October 27, 2011, the Commission accepted the service agreements to become effective November 1, 2011, as requested.¹¹

On March 1, 2012, in Docket No. RP12-451-000, ANR filed 19 additional service agreements that contained non-conforming provisions similar to those discussed herein. On March 27, 2012, the Commission accepted the service agreements to become effective April 1, 2012, as requested.¹²

On September 28, 2012, in Docket No. RP12-1122-000, ANR filed one (1) additional service agreement that contained non-conforming provisions similar to those discussed herein. On October 24, 2012, the Commission accepted the service agreement to become effective November 1, 2012, as requested.¹³

Similarly, on February 28, 2013, in Docket No. RP13-614-000, ANR filed 11 additional service agreements that contained non-conforming provisions similar to those discussed herein. On March 28, 2013, the Commission accepted the service agreements to become effective April 1, 2013, as requested.¹⁴

Non-Conforming Agreements

As contemplated by the Settlement, in the instant filing ANR is submitting the Agreements, which contain provisions that deviate from ANR's FSA, and two (2) tariff sections which reflect the addition of the Agreements to ANR's Tariff, all with a proposed effective date of November 1, 2013. Five (5) of the Agreements submitted herein, including two (2) ETS agreements (Contract Nos. 107784 and 108014) between ANR and Wisconsin Gas, one (1) FTS agreement (Contract No. 12000) and one (1) ETS agreement (Contract No. 5500) between ANR and WPS, and one (1) ETS agreement (Contract No. 107896) between ANR and Wisconsin Electric, represent the Complainants' Marshfield Contracts which were listed in Attachment A of the

¹¹ *ANR Pipeline Company*, Docket No. RP11-2652-001 (October 27, 2011) (unpublished Director's letter order).

¹² *ANR Pipeline Company*, Docket No. RP12-451-000 (March 27, 2012) (unpublished Director's letter order).

¹³ *ANR Pipeline Company*, Docket No. RP12-1122-000 (October 24, 2012) (unpublished Director's letter order).

¹⁴ *ANR Pipeline Company*, Docket No. RP13-614-000 (March 28, 2013) (unpublished Director's letter order).

Settlement. Additionally, ANR is including herein one (1) FTS contract (Contract No. 109610) between ANR and City Gas, a Marshfield Shipper but not a Complainant in the Settlement.¹⁵

The above-referenced Agreements are included herein at Appendix C in a redlined format to show the non-conforming provisions. These provisions include: (1) an incremental monthly surcharge that recovers costs relating to the MRP Facilities commencing on the in-service date of the MRP Facilities; (2) primary receipt point changes that are dependent upon the timing of the in-service date of the MRP Facilities, (3) the right to a specified rate upon an increase in contract quantities; (4) the right to operate all existing and new gate stations as a single delivery point; and (5) a contract reduction option. Non-conforming provisions (1) and (2) are related directly to the Settlement, described in the Settlement, and/or have already been approved as part of the Settlement.¹⁶

The other redlined provisions, including items (3) through (5) above, simply implement rights provided for in ANR's Tariff. Although some of the non-conforming provisions contained in the Agreements are not in ANR's current *pro forma* FSA, they are provided for and consistent with ANR's tariff, and in conformance with Commission policy. These provisions include an agreement to aggregate delivery points into a single delivery point with conditions, a right to increase contract quantities pursuant to the Tariff at a specified rate, and contract reduction rights for a sole supply customer.¹⁷ These types of provisions, such as reduction options, have been previously approved by the Commission.¹⁸

ANR submits that all of the provisions in the filed Agreements that are not contained in ANR's *pro forma* FSA either conform to ANR's Tariff, are not material, or are acceptable material

¹⁵ The City Gas Marshfield Contract included in the instant filing, Contract No. 109610, has been amended and extended comparably to the manner in which Complainants' Marshfield Contracts were amended and extended according to the Settlement. The one (1) remaining Marshfield Contract, between ANR and WP&L, is not included in the instant filing as it does not contain non-conforming terms or negotiated rates.

¹⁶ The Agreements include: a) a MRP Facilities cost recovery period obligation consistent with paragraphs 21, 22, 23, and 24 of the Settlement; and b) a primary receipt point change consistent with paragraph 28 of the Settlement.

¹⁷ These tariff provisions are located in Sections 5.1.2-Rate Schedule ETS, Applicability and Character of Service; 6.2.1-GT&C, Requests; 6.4-GT&C, Receipt and Delivery Point Options; 6.27-GT&C, Negotiated Rates; and 6.32.4-GT&C, Sole Supply Customer, of ANR's Tariff.

¹⁸ See *ANR Pipeline Company*, Docket No. RP12-360-000 (February 23, 2012) (unpublished Director's letter order) approving reduction options provisions.

deviations. Commission approval of these Agreements, including the non-conforming provisions, is a required element of an approved Settlement that resolves long-standing and contentious issues on the ANR system. Consequently, ANR respectfully requests that the Commission accept these Agreements, and any non-conforming provisions contained therein, without condition or modification. ANR requests an effective date of November 1, 2013, for the six (6) Agreements and two (2) tariff sections filed herein.

Negotiated Rates¹⁹

The Agreements included herewith in Appendix A contain negotiated rates.²⁰ In accordance with Section 6.27, paragraph 2, of its Tariff, ANR is submitting for approval four (4) of the six (6) negotiated rate agreements filed herein - Wisconsin Gas' ETS Contract Nos. 107784 and 108014, Wisconsin Electric's ETS Contract No. 107896, and City Gas' FTS Contract No. 109610.²¹ ANR advises that no undisclosed agreements, etc., are linked to Contract Nos. 107784, 108014, 107896, and 109610, which are included herein in Appendix A, as more fully described below:

- ANR is filing Wisconsin Gas Contract No. 107784 as an ETS negotiated rate agreement because the parties have agreed that the rate for the Primary Route Maximum Daily Quantity ("MDQ") and secondary receipts/deliveries as listed in the agreement shall be a Fixed Monthly Reservation Rate of \$4.8580 per Dth and a Fixed Commodity rate of \$0.0075. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with ANR's Tariff.
- ANR is filing Wisconsin Gas Contract No. 108014 as an ETS negotiated rate agreement because the parties have agreed that the rate for the Primary Route MDQ and secondary receipts/deliveries as listed in the agreement shall be a Fixed Monthly Reservation Rate of \$4.8580 per Dth and a Fixed Commodity rate of \$0.0075. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with ANR's Tariff.

¹⁹ On May 28, 1999, in Docket No. RP99-301-000, the Commission approved, subject to conditions, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers. *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

²⁰ Consistent with paragraph 26 of the Settlement.

²¹ ANR is reporting Contract Nos. 107784, 108014, 107896, and 109610 in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. Each of these contracts provides all of the information required by Section 6.27 of ANR's Tariff, including: 1) the exact legal name of the Shipper; 2) the negotiated rate; 3) the applicable rate schedule; 4) receipt and delivery points; and 5) the contract quantities.

- ANR is filing Wisconsin Electric Contract No. 107896 as an ETS negotiated rate agreement because the parties have agreed that the rate for the Primary Route MDQ and secondary receipts/deliveries as listed in the agreement shall be a Fixed Monthly Reservation Rate of \$4.8580 per Dth and a Fixed Commodity rate of \$0.0075. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with ANR's Tariff.
- ANR is filing City Gas Contract No. 109610 as an FTS negotiated rate agreement because the parties have agreed that the rate for the Primary Route MDQ and secondary receipts/deliveries as listed in the agreement shall be a Fixed Monthly Reservation Rate of \$4.2500 per Dth and a Fixed Commodity rate of \$0.0075. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with ANR's Tariff.

The other two (2) negotiated rate agreements included herein, WPS' ETS Contract No. 5500 and FTS Contract No. 12000, were previously filed and accepted by the Commission.²² These WPS agreements are being amended and extended as part of the Settlement, but do not reflect any changes to the negotiated rates previously approved by the Commission.

Instant Filing

To conform with Order No. 714,²³ and pursuant to Sections 154.112(b) and 154.201 of the Commission's regulations, ANR is including the Agreements individually and in their entirety in Appendix A, as tariff records 9.23 through 9.28 (Non-Conforming Agreements with Negotiated Rates). Each tariff record includes the amended and restated agreement and any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Agreements is provided in Appendix C. Additionally, revised Sections 1 - Table of Contents and 6.28 - GT&C, Non-conforming Agreements are submitted herein at Appendix A to reflect the housing of the Agreements in ANR's Tariff.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the tariff sections and Agreements included in Appendix A to become effective November 1, 2013. ANR respectfully requests the

²² *ANR Pipeline Company*, Docket No. RP99-301-212 (October 22, 2008) (unpublished Director's letter order).

²³ Order No. 714 at P 13 (2008). Order No. 714 states that "Existing agreements need to be filed electronically only when they are revised."

Commission grant all waivers necessary to accept this filing and approve the tariff sections and Agreements to become effective November 1, 2013.

Other Filings Which May Affect This Proceeding

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

Contents of Filing

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

1. This transmittal letter;
2. Clean tariff sections and Agreements (Appendix A);
3. Marked tariff sections (Appendix B); and
4. Marked versions of the Agreements (Appendix C).

Certificate of Service

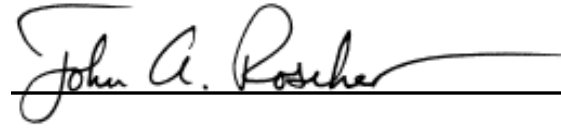
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at ANR's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in cursive script, reading "John A. Roscher", is written over a solid horizontal line.

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

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

<u>Tariff Sections</u>	<u>Version</u>
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6.28 – GT&C, Non-conforming Agreements	v.9.0.0

Tariff Records

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
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9.24	Wisconsin Public Service Corporation	FTS-1	#12000	v.0.0.0
9.25	Wisconsin Gas LLC	ETS	#107784	v.0.0.0
9.26	Wisconsin Electric Power Company	ETS	#107896	v.0.0.0
9.27	Wisconsin Gas LLC	ETS	#108014	v.0.0.0
9.28	City Gas Company	FTS-1	#109610	v.0.0.0

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6.28 NON-CONFORMING AGREEMENTS

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

Contract No. 106102
2. Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.

Contract Nos. 107784, 108014
3. Wisconsin Public Service Corporation, ETS Agreement, dated October 22, 2004.

Contract No. 5500
4. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 22, 2004.

Contract No. 12000
5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.

Contract No. 107896
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.

13. City Gas Company, FTS-1 Agreement, dated June 28, 2004.
Contract No. 109610
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.
Contract No. 109713
15. Reserved For Future Use.
16. Reserved For Future Use.
17. Reserved For Future Use.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V.,
Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation,
Acknowledgement and Consent, dated August 31, 2005.
20. Reserved For Future Use.
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May
23, 2006.
Contract Nos. 112546, 112547
22. Wisconsin Gas LLC, FTS-1 Agreement, dated April 21, 2003.
Contract No. 109212
23. Wisconsin Electric Power Company, FTS-1 Agreement, dated April 21, 2003.
Contract No. 109223
24. Wisconsin Gas LLC, ETS Agreement, dated October 17, 2003.
Contract No. 109854
25. Reserved For Future Use.
26. Reserved For Future Use.

27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.
Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.
Contract Nos. 107877, 107879
29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.
Contract Nos. 107870, 107871, 107880, 107881
30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.
Contract Nos. 107895, 107897, 107898, 107899
31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.
Contract No. 107995
32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.
Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.
Contract Nos. 109210, 109211
34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.
Contract No. 109218
35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.
Contract No. 109222
36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.
Contract Nos. 109225, 109226, 109227
37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.
Contract No. 118552

38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.
Contract Nos. 118787, 118789
39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.
Contract Nos. 118793, 118794
40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.
Contract Nos. 114655, 114656
41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.
Contract Nos. 1600, 5450, 106322
42. Wisconsin Public Service Corporation, NNS Agreement, dated October 6, 2004.
Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.
Contract Nos. 114369, 114370
45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.
Contract No. 114512
48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.
Contract No. 107146

49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.

Contract No. 107147

50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.

Contract No. 108250

51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.

Contract Nos. 107889, 107900, 107901

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

Contract No. 113715

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

Contract No. 113729

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

Contract No. 113710

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

Contract No. 114091

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Public Service Corporation
(#5500)

Amendment No. 11 Effective Date: April 1, 2006 (Amended and Restated Agreement)

Amendment No. 13 Effective Date: April 1, 2011

Amendment No. 14 Effective Date: November 1, 2013

Date: October 22, 2004

Contract No.: 5500
Amendment No. 11

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper), on October 28, 2004 to become effective upon the later of i) April 1, 2006 or ii) the Effective Date of the tariff filing dated _____. The provisions contained in this Amended and Restated Agreement represent the agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated October 6, 2004.

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 except as modified herein, and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

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

284G

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

Primary Route – see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on April 01, 2006 and shall continue in full force and effect each Winter Period through March 31, 2010, and for the Winter period of every year thereafter unless terminated by Shipper upon three (3) years prior written notice.

Date: October 22, 2004

**Contract No.: 5500
Amendment No. 11**

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

Except as modified in this Agreement, the provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

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

TRANSPORTER:

ANR PIPELINE COMPANY
1001 Louisiana
Houston, Texas 77002
Attentions: TRANSPORTATION SERVICES

Date: October 22, 2004

**Contract No.: 5500
Amendment No. 11**

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: RON MOSNIK

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

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, ANNUAL 1

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

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of a Monthly Reservation Rate of \$4.858 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff.
- B. Except as specifically provided herein, beginning April 1, 2006, Shipper shall not pay any surcharges in excess of ACA, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 12000, 100327, 30800, 99515, 104403, 104404 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to Sections 35.1, 35.3 and 35.4 of Transporter's

Date: October 22, 2004

**Contract No.: 5500
Amendment No. 11**

FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 12000, 100327, 30800, 99515, 104403, 104404 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.B.1 below.

- B.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- C. The rates listed above are discount rates and shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended.

Date: October 22, 2004

**Contract No.: 5500
Amendment No. 11**

Absent notice from Transporter, rates shall remain unchanged through the contract extension period.

- D. 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 gate station or group of gate stations operated by Shipper provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.
- E. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the rate and other charges set forth in Section 8A, plus any incremental zone charges at applicable FERC Gas Tariff rates.

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.B, 8.D, or 8E as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

- F. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this 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.
- G. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.

Date: October 22, 2004

**Contract No.: 5500
Amendment No. 11**

- H. Shipper shall be entitled to elect reduction options under 35.3 (Regulatory Unbundling Order), 35.4 (Sole Supply Customer), and 35.1 (Loss of Load) of Transporter's Tariff.

If Shipper reduces its delivery point requirements within the Marshfield Affected Area pursuant to Section 35.1, 35.3, or 35.4 of Transporter's Tariff, Shipper may elect to reduce the MDQ of this Agreement by the amount of the delivery point requirement reduction.

- I. Shipper's existing gates and all new Shipper gates will be operated as a single Delivery Point under all applicable ETS service agreements, which is known and referred to in this Agreement as WPSC Group 1 ("WPSC Group 1"), unless Transporter is physically or operationally unable to do so because one of the following occurs: (a) a new third party pipeline is constructed that interconnects with Shipper's system or a third party pipeline that interconnects with Shipper's system is expanded and, as a result, there are significant verifiable changes from historical patterns in flow into Shipper's system; or (b) a significant load increase (i.e., a 200 MW net electric or larger power generating facility commences commercial operation) at a Shipper gate station that results in a verifiable significant change in the flow pattern on Transporter's system.

I.1 If either item (a) or (b) of Paragraph 8.I occurs, only the affected Gate Station may be deleted from WPSC Group 1. In the event any Gate Station is disaggregated from WPSC Group 1, Shipper shall have the right, at its election and selection and subject to the availability of capacity at a Gate Station, to prorate the Delivery Point MDQs under its service agreements, including the NNS agreement between WPSC Group 1 and any such disaggregated Gate Station.

I.2 Planned load changes of up to 300 MW net electric generation at DePere Energy Center and the installation of up to 100 MW net electric generation facility at West Marinette shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.I.1.

I.3 Load changes at Gate Stations that result from flows from the joint Wisconsin Public Service Corporation/Wisconsin Electric - Gas Operations pipeline that went into service in December, 1998, which interconnects Great Lakes Gas Transmission Limited Partnership's system at Duck Creek with Shipper's system at Conover, shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.I.1.

Date: October 22, 2004

Contract No.: 5500
Amendment No. 11

- J. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route from Marshfield to WPSC – Group 1 and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$4.8580 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.B and 8.B.1.

The term for such increased service shall be at Shipper's election: (a) five (5) years; or (b) co-terminus with term of the service agreement for the service shipper has elected to increase.

- K. Transporter will file this Agreement with FERC as an exhibit to the tariff filing dated _____. The tariff filing shall be subject to FERC and Public Service Commission of Wisconsin approval.

- L. Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 8.A, 8.B, and 8.B.1

- L.1 Notwithstanding the provisions of Paragraph 8.L above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 8.L.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available

Date: October 22, 2004

Contract No.: 5500
Amendment No. 11

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 CORPORATION

BY: 

Title: Ass't VP Oper. & Eng.

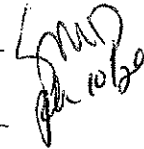
Date: 10/28/04

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Director, -Transportation Services

Date: 10/29/04


SMW
per 10/29

Contract No: 5500
Amendment No: 13

AMENDMENT

Date: March 10, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

ETS Contract No. 5500 dated March 24, 1997 ("Agreement") between Transporter and Shipper is amended effective April 01, 2011 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2019. An updated Primary Route Exhibit reflecting this change is attached.
- 2) Shipper and Transporter have agreed to increase the MDQ from 29,640 to 39,773.
- 3) To replace Further Agreement Section 8. A in its entirety with the following:
 8. A The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.8580 per dth and a Fixed Commodity Rate of \$0.0075 per dth. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA and Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All Points in ML7
Secondary Delivery(ies): All Points in ML7
- 4) To replace Further Agreement Section 8. H in its entirety with the following:
 8. H Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Options under Section 35.1 Loss of Load and Section 35.3 Regulatory Unbundling Order. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

Contract No: 5500
Amendment No: 13

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

WISCONSIN PUBLIC SERVICE CORP.
"Shipper"

By: Charles A. Schrock
Title: President
Date: May 6, 2008

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E. Pollard
Title: Agent and Attorney-in-Fact
Date: 5/9/08

AB 5-8-08
CD 5-8-08

Contract No: 5500
Amendment No: 14

AMENDMENT

Date: July 29, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 5500 dated March 24, 1997 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 14 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 14 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Amendment will continue through October 31, 2023.

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

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

TRANSPORTER:

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

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

Contract No: 5500
Amendment No: 14

INVOICES AND STATEMENTS:

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

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

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Public Service Corporation 47.00% or \$68,003.13 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities cost recovery period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.

¹ The Parties agree to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

- d) Transporter will collect this surcharge through this Agreement.
- C. Except as specifically provided herein, beginning April 1, 2006, Shipper shall not pay any surcharges in excess of ACA, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to Sections 6.32.1 and 6.32.3 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.
- C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- D. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

- E. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper. Shipper shall have the right to change the Primary Receipt 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 Section 8.A, of this Agreement provided Shipper is awarded its requested changed Receipt Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Receipt Point to any Receipt Point in the same rate zone as the current Primary Receipt Point.
- F. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- G. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Alliance/ANR (277072). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of ANR's FERC Gas Tariff.
- H. Shipper's existing gates and all new Shipper gates will be operated as a single Delivery Point under all applicable ETS service agreements, which is known and referred to in this Agreement as WPSC Group 1 ("WPSC Group 1"), unless Transporter is physically or operationally unable to do so because one of the following occurs: (a) a new third party pipeline is constructed that interconnects with Shipper's system or a third party pipeline that interconnects with Shipper's system is expanded and, as a result, there are significant verifiable changes from historical patterns in flow into Shipper's system; or (b) a significant load increase (i.e., a 200 MW net electric or larger power generating facility commences commercial operation) at a Shipper gate station that results in a verifiable significant change in the flow pattern on Transporter's system.
- H.1 If either item (a) or (b) of Paragraph 8.H occurs, only the affected Gate Station may be deleted from WPSC Group 1. In the event any Gate Station is disaggregated from WPSC Group 1, Shipper shall have the right, at its election and selection and subject to the availability of capacity at a Gate Station, to prorate the Delivery Point MDQs under its service agreements, including the NNS agreement between WPSC Group 1 and any such disaggregated Gate Station.
- H.2 Planned load changes of up to 300 MW net electric generation at DePere Energy Center and the installation of up to 100 MW net electric generation facility at West Marinette shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.

Contract No: 5500
Amendment No: 14

H.3 Load changes at Gate Stations that result from flows from the joint Wisconsin Public Service Corporation/Wisconsin Electric - Gas Operations pipeline that went into service in December, 1998, which interconnects Great Lakes Gas Transmission Limited Partnership's system at Duck Creek with Shipper's system at Conover, shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.

- I. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$4.8580 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.C and 8.C.1.

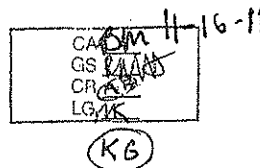
The term for such increased service shall be at Shipper's election: (a) five (5) years; or (b) co-terminus with term of the service agreement for the service Shipper has elected to increase.

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

WISCONSIN PUBLIC SERVICE CORPORATION

"Shipper"

By: [Signature]
Title: Vice President Gas Supply
Date: 11-16-11



ANR PIPELINE COMPANY

"Transporter"

By: [Signature]
Title: Director, - Commercial Services
Date: 12/1/11



[Signature] 11/9/11

[Signature] 11/10/11

[Signature] 11-29-11

cc 11/30/11

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 5500
 Rate Schedule: ETS
 Contract Date: March 24, 1997
 Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	139258 WPSC - GROUP 1 TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	139258 WPSC - GROUP 1 TO: March 31, 2023	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	139258 WPSC - GROUP 1 TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	139258 WPSC - GROUP 1 TO: March 31, 2022	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	139258 WPSC - GROUP 1 TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	139258 WPSC - GROUP 1 TO: March 31, 2021	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	139258 WPSC - GROUP 1 TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	139258 WPSC - GROUP 1 TO: March 31, 2020	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	139258 WPSC - GROUP 1 TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139258 WPSC - GROUP 1 TO: March 31, 2019	0	39773	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 5500
 Rate Schedule: ETS
 Contract Date: March 24, 1997
 Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2018	139258 WPSC - GROUP 1 TO: October 31, 2018	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139258 WPSC - GROUP 1 TO: March 31, 2018	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	139258 WPSC - GROUP 1 TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	139258 WPSC - GROUP 1 TO: March 31, 2017	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	139258 WPSC - GROUP 1 TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	139258 WPSC - GROUP 1 TO: March 31, 2016	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2015	139258 WPSC - GROUP 1 TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139258 WPSC - GROUP 1 TO: March 31, 2015	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2014	139258 WPSC - GROUP 1 TO: October 31, 2014	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2013	139258 WPSC - GROUP 1 TO: March 31, 2014	0	39773	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 5500
Rate Schedule: ETS
Contract Date: March 24, 1997
Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139258 WPSC - GROUP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139258 WPSC - GROUP 1 TO: March 31, 2013	0	39773	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139258 WPSC - GROUP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139258 WPSC - GROUP 1 TO: March 31, 2012	0	39773	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139258 WPSC - GROUP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139258 WPSC - GROUP 1 TO: March 31, 2011	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139258 WPSC - GROUP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139258 WPSC - GROUP 1 TO: March 31, 2010	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139258 WPSC - GROUP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139258 WPSC - GROUP 1 TO: March 31, 2009	0	29640	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 5500
 Rate Schedule: ETS
 Contract Date: March 24, 1997
 Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139258 WPSC - GROUP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: March 31, 2008	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139258 WPSC - GROUP 1 TO: March 31, 2007	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139258 WPSC - GROUP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2005	139258 WPSC - GROUP 1 TO: March 31, 2006	29640	0	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2003	139258 WPSC - GROUP 1 TO: March 31, 2005	29700	0	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2002	139258 WPSC - GROUP 1 TO: March 31, 2003	29704	0	0
28873 MARSHFIELD/VIKING INT FROM: January 01, 2002	139258 WPSC - GROUP 1 TO: March 31, 2002	29733	0	0
28873 MARSHFIELD/VIKING INT FROM: June 01, 2001	139258 WPSC - GROUP 1 TO: December 31, 2001	29718	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 5500
 Rate Schedule: ETS
 Contract Date: March 24, 1997
 Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2001	139258 WPSC - GROUP 1 TO: May 31, 2001	29718	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2000	139258 WPSC - GROUP 1 TO: March 31, 2001	29722	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1998	139258 WPSC - GROUP 1 TO: October 31, 2000	29585	0	0
28873 MARSHFIELD/VIKING INT FROM: May 01, 1997	139258 WPSC - GROUP 1 TO: October 31, 1998	37283	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Wisconsin Public Service Corporation
(#12000)

Amendment No. 07 Effective Date: April 1, 2006 (Amended and Restated Agreement)
Amendment No. 11 Effective Date: November 1, 2013

Date: October 22, 2004

Contract No.: 12000
Amendment No. 07

FTS-1 SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper), on October 28, 2004 to become effective upon the later of i) April 1, 2006 or ii) the Effective Date of the tariff filing dated _____. The provisions contained in this Amended and Restated Agreement represent the agreement between the parties in its entirety and supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated October 6, 2004.

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 except as modified herein, and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

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

284G

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

Primary Route – see Exhibit attached hereto.

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

Date: October 22, 2004

**Contract No.: 12000
Amendment No. 07**

4. TERM OF AGREEMENT:

The term of this Agreement shall commence on April 01, 2006 and shall continue in full force and effect each Winter Period through March 31, 2010, and for the Winter period of every year thereafter unless terminated by Shipper upon three (3) years prior written notice.

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

Except as modified in this Agreement, the provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

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

Date: October 22, 2004

**Contract No.: 12000
Amendment No. 07**

TRANSPORTER:

ANR PIPELINE COMPANY
1001 Louisiana
Houston, Texas 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: RON MOSNIK

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

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, ANNUAL 1

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

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of a Monthly Reservation Rate of \$4.2500 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Transporter's FERC Gas Tariff.

Date: October 22, 2004

**Contract No.: 12000
Amendment No. 07**

B. Except as specifically provided herein, beginning April 1, 2006, Shipper shall not pay any surcharges in excess of ACA, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 30800, 99515, 100327, 104403, 104404 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to Sections 35.1, 35.3, and 35.4 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 30800, 99515, 100327, 104403, 104404 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.B.1 below.

B.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. Again by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of November 5, 1999, Governmental Authority Surcharges. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage

Date: October 22, 2004

**Contract No.: 12000
Amendment No. 07**

facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

- C. The rates listed above are discount rates and shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended. Absent notice from Transporter, rates shall remain unchanged through the contract extension period.
- D. 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 gate station or group of gate stations operated by Shipper provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.
- E. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points shall be the rate and other charges set forth in Section 8A, plus any incremental zone charges at applicable FERC Gas Tariff rates.

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.B, 8.D, or 8E as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

- F. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this 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.

Date: October 22, 2004

**Contract No.: 12000
Amendment No. 07**

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.

- G. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.
- H. Shipper shall be entitled to elect reduction options under 35.3 (Regulatory Unbundling Order), 35.4 (Sole Supply Customer), and 35.1 (Loss of Load) of Transporter's Tariff.

If Shipper reduces its delivery point requirements within the Marshfield Affected Area pursuant to Section 35.1, 35.3, or 35.4 of Transporter's Tariff, Shipper may elect to reduce the MDQ of this Agreement by the amount of the delivery point requirement reduction.

- I. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route from Marshfield to WPSC – Group 1 and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$4.2500 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.B and 8.B.1.

The term for such increased service shall be at Shipper's election: (a) five (5) years; or (b) co-terminus with term of the service agreement for the service shipper has elected to increase.

- J. Transporter will file this Agreement with FERC as an exhibit to the tariff filing dated _____. The tariff filing shall be subject to FERC and Public Service Commission of Wisconsin approval.
- K. Consistent with FERC's regulations and the terms and conditions of Transporter's FERC Gas Tariff, Transporter shall consent to a permanent release of capacity under this Agreement, without further liability to Shipper, to other entities that meet Transporter's creditworthiness standards at the Effective Rates specified in this Agreement, including the surcharge adjustments described in Paragraphs 8.A, 8.B and 8.B.1.

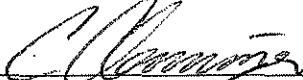
Date: October 22, 2004

Contract No.: 12000
Amendment No. 07


K.1 Notwithstanding the provisions of Paragraph 8.K above, Transporter agrees not to seek reimbursement from Shipper in the event of a payment default by a Replacement Shipper if the following conditions are met: (a) the release is non-recallable and for a term of one (1) year or more; (b) the Replacement Shipper meets Transporter's then-current creditworthiness standards, applied on a non-discriminatory basis considering the overall term and quantity being released; and (c) Shipper agrees to assign to Transporter all of its contractual rights to seek collection of the unpaid charges from the Replacement Shipper. With regard to Paragraph 8.K.1(b) above, it is recognized by Shipper that, under Section 18.5 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter is not obligated to commence new service unless a shipper demonstrates creditworthiness in light of, among other things, prudent credit analysis of information available

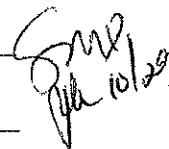
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN PUBLIC SERVICE CORPORATION

BY: 
Title: ASST VP OPER & ENG-
Date: 10/27/04

TRANSPORTER: ANR PIPELINE COMPANY

By: 
Title: Director, -Transportation Services
Date: 10/29/04


GMP
JEP 10/29

Contract No: 12000
Amendment No: 11

AMENDMENT

Date: July 29, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORPORATION

FTS-1 Contract No. 12000 dated March 24, 1997 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 11 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 11 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Amendment will continue through October 31, 2023.

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

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

TRANSPORTER:

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

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

Contract No: 12000
Amendment No: 11

INVOICES AND STATEMENTS:

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

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

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.25 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Public Service Corporation 47.00% or \$68,003.13 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities cost recovery period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this Surcharge through Shipper's contract No. 5500.

¹ The Parties agree to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

- C. Except as specifically provided herein, beginning April 1, 2006, Shipper shall not pay any surcharges in excess of ACA, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to Sections 6.32.1 and 6.32.3 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.
- C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- D. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

- E. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper. Shipper shall have the right to change the Primary Receipt 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 Section 8.A, of this Agreement provided Shipper is awarded its requested changed Receipt Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Receipt Point to any Receipt Point in the same rate zone as the current Primary Receipt Point.
- F. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- G. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Alliance/ANR (277072). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of ANR's FERC Gas Tariff.
- H. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$4.25 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.C and 8.C.1.

The term for such increased service shall be at Shipper's election: (a) five (5) years; or (b) co-terminus with term of the service agreement for the service Shipper has elected to increase.

Contract No: 12000
Amendment No: 11

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

WISCONSIN PUBLIC SERVICE CORPORATION
"Shipper"

By: *[Signature]*
Title: *Vice President Gas Supply*
Date: *11-16-11*

CA	<i>[initials]</i>
GS	<i>[initials]</i>
CR	<i>[initials]</i>
LG	<i>[initials]</i>

(KG)

ANR PIPELINE COMPANY
"Transporter"

By: *[Signature]*
Title: Director, - Commercial Services
Date: *12/1/11*

LEGAL
<i>[initials]</i>
<i>11/16/11</i>
DATE
DATE

[Signature]
11/19/11

AB 11-29-11
CE 11-30-11

AB 11/10/11

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 12000
Rate Schedule: FTS-1
Contract Date: March 24, 1997
Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	28868 OSHKOSH TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	28868 OSHKOSH TO: March 31, 2023	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	28868 OSHKOSH TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	28868 OSHKOSH TO: March 31, 2022	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	28868 OSHKOSH TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	28868 OSHKOSH TO: March 31, 2021	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	28868 OSHKOSH TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	28868 OSHKOSH TO: March 31, 2020	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	28868 OSHKOSH TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	28868 OSHKOSH TO: March 31, 2019	0	7762	0
277072 ALLIANCE/ANR INT	28868 OSHKOSH	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 12000
Rate Schedule: FTS-1
Contract Date: March 24, 1997
Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2018	28868 OSHKOSH TO: October 31, 2018	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2017	28868 OSHKOSH TO: March 31, 2018	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	28868 OSHKOSH TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	28868 OSHKOSH TO: March 31, 2017	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	28868 OSHKOSH TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	28868 OSHKOSH TO: March 31, 2016	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2015	28868 OSHKOSH TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	28868 OSHKOSH TO: March 31, 2015	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2014	28868 OSHKOSH TO: October 31, 2014	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2013	28868 OSHKOSH TO: March 31, 2014	0	7762	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 12000
Rate Schedule: FTS-1
Contract Date: March 24, 1997
Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	28868 OSHKOSH TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	28868 OSHKOSH TO: March 31, 2013	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	28868 OSHKOSH TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	28868 OSHKOSH TO: March 31, 2012	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	28868 OSHKOSH TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	28868 OSHKOSH TO: March 31, 2011	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	28868 OSHKOSH TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	28868 OSHKOSH TO: March 31, 2010	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	28868 OSHKOSH TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	28868 OSHKOSH TO: March 31, 2009	0	7762	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
 ANR PIPELINE COMPANY (Transporter)
 AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 12000
 Rate Schedule: FTS-1
 Contract Date: March 24, 1997
 Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	28788 WEST GREEN BAY TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	28788 WEST GREEN BAY TO: March 31, 2008	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	28788 WEST GREEN BAY TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	28788 WEST GREEN BAY TO: March 31, 2007	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	28788 WEST GREEN BAY TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: May 01, 1997	28788 WEST GREEN BAY TO: March 31, 2006	7762	0	0
28873 MARSHFIELD/VIKING INT FROM: September 01, 1996	174791 ROSHOLT (WISC) INT TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	11703 MENOMINEE NO 2 TO: April 30, 1997	518	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28829 PLYMOUTH TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28761 MARINETTE TO: April 30, 1997	500	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 12000
Rate Schedule: FTS-1
Contract Date: March 24, 1997
Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28866 SOUTH OSHKOSH TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28832 NORTH SHEBOYGAN TO: April 30, 1997	1000	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28774 RHINELANDER TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28788 WEST GREEN BAY TO: April 30, 1997	3744	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28795 SOUTH STEVENS POINT TO: August 31, 1996	500	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#107784)

Amendment No. 03 Effective Date: April 1, 2006 (Amended and Restated Agreement)
Amendment No. 09 Effective Date: November 1, 2013

Date: September 27, 2004

Contract No.: 107784
Amendment No: 3

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED ("AGREEMENT") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN GAS LLC (Shipper), on Feb. 18, 2005 to become effective upon the later of i) April 1, 2006 or, ii) the Effective Date of the tariff filing dated _____. The provisions contained in this Amended and Restated Agreement represents the Agreement between the parties in its entirety and upon becoming effective supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 26, 2002.

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

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

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

284G

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

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on April 01, 2006 and shall continue in full force and effect each Winter Period through March 31, 2007, and for the Winter period of every year thereafter unless terminated by Shipper upon two (2) years prior written notice.

Date: September 27, 2004

**Contract No.: 107784
Amendment No: 3**

RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: September 27, 2004

Contract No.: 107784
Amendment No: 3

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

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

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: BOB PLATTETER

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

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of Transporter's maximum tariff rates or the following:

Term	Monthly Reservation Rate	Commodity Rate
April 1, 2006 through March 31, 2007	\$4.8580 (100% LF rate: \$0.1672)	\$0.0075 per Dth

These discounted rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental

Date: September 27, 2004

Contract No.: 107784

Amendment No: 3

Authority Surcharge that Transporter is entitled to collect. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 8.A due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 8.A.

- B. The rates listed above shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended. Absent notice from Transporter, rates shall remain unchanged through the contract extension period.
- C. 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.
- D. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.

Date: September 27, 2004

**Contract No.: 107784
Amendment No: 3**

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.C, or 8.D, as well as deliveries in excess of the contract MDQ, shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this 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.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing made on 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Section 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

If Shipper reduces its delivery point requirements within the Marshfield Affected Area pursuant to Section 35.1 of Transporter's Tariff, Shipper may elect to reduce the MDQ of this Agreement by the amount of the delivery point requirement reduction.

Date: September 27, 2004

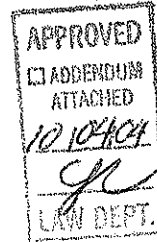
Contract No.: 107784

Amendment No: 3

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 GAS LLC

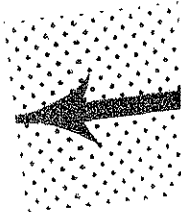
By: Peter Newman
Title: Peter Newman
General Manager-Gas Planning
Date: 2-18-2005



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Holland
Title: Agent and Attorney-in-Fact
Date: 3/2/05

Smg
PR-3/1/05



Contract No: 107784
Amendment No: 09

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 107784 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective the later of November 1, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 9 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 9 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

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

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

Contract No: 107784
Amendment No: 09

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

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

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

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

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Gas Share	32.15% or \$46,517.03 per month
---------------------	---------------------------------

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this Surcharge through Shipper's contract No. 108014.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 107784
Amendment No: 09

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

WISCONSIN GAS LLC
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11

AB 9-20-11
el 9-22-11
Legal *ORH*
Date 9/12/11

AB
9/12/11

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	14000	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	14000	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	14000	0

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)**

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2006	14000	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	14000	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#107896)

Amendment No. 01 Effective Date: April 1, 2006 (Amended and Restated Agreement)
Amendment No. 07 Effective Date: November 1, 2013

Date: September 27, 2004

Contract No.: 107896
Amendment 1

ETS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** ("Agreement") is entered into by ANR PIPELINE COMPANY (Transporter) and WISCONSIN ELECTRIC POWER COMPANY (Shipper), on Feb 18th, 2008 to become effective upon the later of i) April 1, 2006 or, ii) the Effective Date of the tariff filing dated _____. The provisions contained in this **Amended and Restated Agreement** represent the agreement between the parties in its entirety and upon becoming effective supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 26, 2002.

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on April 01, 2006 and shall continue in full force and effect for each Winter Period through March 31, 2010, and for the Winter period of every year thereafter unless terminated by Shipper upon three (3) years prior written notice.

Date: September 27, 2004

**Contract No.: 107896
Amendment 1**

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: September 27, 2004

Contract No.: 107896
Amendment 1

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53203
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of Transporter's maximum tariff rates or the following:

Term	Monthly Reservation Rate	Commodity Rate
April 1, 2006 through March 31, 2007	\$4.8580 (100% LF rate: \$0.1672)	\$0.0075 per Dth
April 1, 2007 through March 31, 2008	\$4.5560 (100% LF rate: \$0.1573)	\$0.0075 per Dth
April 1, 2008 through March 31, 2010	\$4.2540 (100% LF rate: \$0.1474)	\$0.0075 per Dth

These discounted rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any

Date: September 27, 2004

**Contract No.: 107896
Amendment 1**

relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 8.A due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 8.A.

- B. The rates listed above shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended. Absent notice from Transporter, rates shall remain unchanged through the contract extension period.
- C. 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as provided in Section mutually agreed to otherwise.
- D. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.B, or 8.D, 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, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: September 27, 2004

Contract No.: 107896
Amendment 1

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this 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.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing dated 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Sections 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

If Shipper reduces its delivery point requirements within the Marshfield Affected Area pursuant to Section 35.1 of Transporter's Tariff, Shipper may elect to reduce the MDQ of this Agreement by the amount of the delivery point requirement reduction.

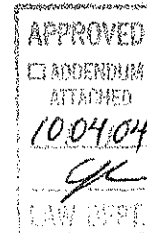
Date: September 27, 2004

Contract No.: 107896
Amendment 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: WISCONSIN ELECTRIC POWER COMPANY

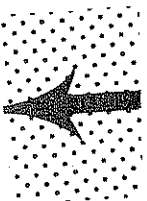
By: Peter Newman
Title: Peter Newman
General Manager-Gas Planning
Date: 2-18-2005



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollack
Title: Agent and Attorney-in-Fact
Date: 3/7/05

SMU
PA 3/1/05



AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 7 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 7 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

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

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

Contract No: 107896
Amendment No: 07

TRANSPORTER:

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

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

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

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

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

Contract No: 107896
Amendment No: 07

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:
- | | |
|--------------------------|---------------------------------|
| Wisconsin Electric Share | 17.31% or \$25,045.41 per month |
|--------------------------|---------------------------------|
- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through this Agreement.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Gas LLC in the State of Wisconsin.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 107896
Amendment No: 07

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11

AB 9-20-11
cc 9-21-11

Legal
DR 9/12/11
Date

AB
9/12/11

PRIMARY ROUTE EXHIBIT

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

Contract No: 107896
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139256 WISC EPC-GRP 1 TO: March 31, 2023	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2022	139256 WISC EPC-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139256 WISC EPC-GRP 1 TO: March 31, 2022	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2021	139256 WISC EPC-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	17500	0

PRIMARY ROUTE EXHIBIT

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

Contract No: 107896
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17500	0

PRIMARY ROUTE EXHIBIT

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

Contract No: 107896
 Rate Schedule: ETS
 Contract Date: June 26, 2002
 Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139256 WISC EPC-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139256 WISC EPC-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139256 WISC EPC-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	17500	0

PRIMARY ROUTE EXHIBIT

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

Contract No: 107896
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139256 WISC EPC-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139256 WISC EPC-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2006	17500	0	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#108014)

Amendment No. 03 Effective Date: April 1, 2006 (Amended and Restated Agreement)
Amendment No. 09 Effective Date: November 1, 2013

Date: September 27, 2004

Contract No.: 108014
Amendment No: 3

ETS SERVICE AGREEMENT

This **AMENDED AND RESTATED AGREEMENT** ("Agreement") is entered into by **ANR PIPELINE COMPANY** (Transporter) and **WISCONSIN GAS LLC** (Shipper), on Feb 18, 2005 to become effective upon the later of i) April 1, 2006 or, ii) the Effective Date of the tariff filing dated _____. The provisions contained in this **Amended and Restated Agreement** represent the agreement between the parties in its entirety and upon becoming effective supersedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 26, 2002.

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on April 01, 2006 and shall continue in full force and effect each Winter Period through March 31, 2010, and for the Winter period of every year thereafter unless terminated by Shipper upon three (3) years prior written notice.

Date: September 27, 2004

**Contract No.: 108014
Amendment No: 3**

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: September 27, 2004

Contract No.: 108014

Amendment No: 3

SHIPPER:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

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

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53203
Attention: BOB PLATTETER

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

8. FURTHER AGREEMENT:

- A. ETS Reservation rate: Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of the Transporter's maximum tariff rates or the rates below:

Term	Monthly Reservation Rate	Commodity Rate
April 1, 2006 through March 31, 2007	\$4.8580 (100% LF rate: \$0.1672)	\$0.0075 per Dth
April 1, 2007 through March 31, 2008	\$4.5560 (100% LF rate: \$0.1573)	\$0.0075 per Dth
April 1, 2008 through March 31, 2010	\$4.2540 (100% LF rate: \$0.1474)	\$0.0075 per Dth

These discounted rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental

Date: September 27, 2004

**Contract No.: 108014
Amendment No: 3**

Authority Surcharge that Transporter is entitled to collect. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 8.A due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 8.A.

- B. The rates listed above shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended. Absent notice from Transporter, rates shall remain unchanged through the contract extension period.
- C. 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.
- D. The rate for Secondary Receipts and Deliveries within a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A. The rate for Secondary Receipts and Deliveries outside a zone that is traversed by Shipper's contract path shall be the rate and other charges set forth in Section 8.A plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.C, or 8.D, 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, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: September 27, 2004

Contract No.: 108014

Amendment No: 3

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this 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.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing made on 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Sections 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

If Shipper reduces its delivery point requirements within the Marshfield Affected Area pursuant to Section 35.1 of Transporter's Tariff, Shipper may elect to reduce the MDQ of this Agreement by the amount of the delivery point requirement reduction.

Date: September 27, 2004

Contract No.: 108014

Amendment No: 3

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 GAS LLC

By:

Title:

Date:

Peter Newman
Peter Newman

General Manager-Gas Planning

2-18-2005



TRANSPORTER: ANR PIPELINE COMPANY

By:

Title:

Date:

Joseph E. Pollard
Agent and Attorney-in-Fact

3/7/05

SMD
Ph 3/11/05

Contract No: 108014
Amendment No: 09

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 108014 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective the later of November 1, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 9 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 9 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

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

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

Contract No: 108014
Amendment No: 09

TRANSPORTER:

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

SHIPPER:

WISCONSIN GAS LLC
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

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

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. Michigan Street – PSB-P277
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYK

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

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

Contract No: 108014
Amendment No: 09

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Gas Share	32.15% or \$46,517.03 per month
---------------------	---------------------------------

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through this Agreement.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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 Section 8.A, of this Agreement 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-gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 108014
Amendment No: 09

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

WISCONSIN GAS LLC
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

AB 9-20-11
cc 9-22-11

Legal
9/22/11
Date

JEP
9/12/11

PHB
9/12/11

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	18500	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	18500	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	18500	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2006	18500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	18500	0	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

City Gas Company
(#109610)

Amendment No. 02 Effective Date: April 1, 2006 (Amended and Restated Agreement)
Amendment No. 04 Effective Date: November 1, 2013

Date: June 28, 2004

Contract No.: 109610

Amendment No: 2

FTS-1 SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into by **ANR PIPELINE COMPANY** (Transporter) and **CITY GAS COMPANY** (Shipper), on _____ to become effective upon the later of i) April 1, 2006 or, ii) the Effective Date of the tariff filing dated _____. The provisions contained in this **Amended and Restated Agreement** represent the agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated August 11, 2003.

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

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

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

284G

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

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on April 01, 2006 and shall continue in full force and effect to March 31, 2014, and year to year thereafter unless terminated by Shipper upon three (3) years prior written notice.

Date: June 28, 2004

**Contract No.: 109610
Amendment No: 2**

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: June 28, 2004

**Contract No.: 109610
Amendment No: 2**

SHIPPER:

CITY GAS COMPANY
733 FIFTH AVE
P.O. BOX 370
ANTIGO, WI 54409-0000
Attention: GEORGE BORNEMANN

Telephone: 715-627-4351
Fax: 715-623-2099

INVOICES AND STATEMENTS:

CITY GAS COMPANY
733 FIFTH AVE
P.O. BOX 370
ANTIGO, WI 54409-0000
Attention: GEORGE BORNEMANN

Telephone: 715-627-4351
Fax: 715-623-2099

8. FURTHER AGREEMENT:

- A. Notwithstanding anything to the contrary in Section 5, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof, shall be the lesser of a Monthly Reservation Rate of \$3.118 per dth and a Commodity Rate of \$.0075 per dth or Transporter's maximum tariff rates. These discounted rates shall be inclusive of all surcharges except Governmental Authority Surcharges, as defined below. Shipper shall be charged ACA and Transporter's Use (Fuel) in accordance with Transporter's FERC Gas Tariff. Governmental Authority Surcharges are surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper, and similarly situated shippers, are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not

Date: June 28, 2004

Contract No.: 109610

Amendment No: 2

Governmental Authority Surcharges. In the event Transporter is required to charge Shipper a rate higher than a rate set forth in this Section 8.A due to the imposition of a charge that is not a Governmental Authority Surcharge, and in the event Transporter and Shipper do not otherwise agree, the Monthly Reservation Rate set forth herein shall be reduced by the amount of the difference between the higher rate and the rate set forth in this Section 8.A.

- B. The rates listed above are discount rates and shall be in effect through the initial term of the contract. For periods after the initial term, Transporter will provide written notice ninety (90) days prior to date Shipper is required to provide notice of termination to Transporter pursuant to Article 4 of its intention to change the rate for the extension and, if so, the new rate, up to the maximum rate, at which the contract will be extended. Absent notice from Transporter, rates shall remain unchanged through the contract extension period.
- C. 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 gate station or group of gate stations operated by Shipper ; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.
- D. The rate for Secondary Receipts and Deliveries for all quantities of gas transported on the Primary Route or to Secondary Deliveries to any city gate within the State of Wisconsin and ANRPL Storage Facilities shall be the rate and other charges set forth in Section 8A.

Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 8.A, 8.C, or 8.D, 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, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff.

Date: June 28, 2004

**Contract No.: 109610
Amendment No: 2**

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this 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.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Transporter will file this Agreement with FERC as an exhibit to the tariff filing dated _____. The tariff filing shall be subject to FERC and Public Service Commission of Wisconsin approval. G. Shipper shall be entitled to elect reduction options under Sections 35.4 (Sole Supply Customer) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

Date: June 28, 2004

Contract No.: 109610

Amendment No: 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: CITY GAS COMPANY

By: Norman J Ebel

Title: Sec / Treas.

Date: 10/15/04

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E Pollack

Title: Agent and Attorney-in-Fact

Date: 10/29/04

Stamp
PR 10/29



AMENDMENT

Date: January 12, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": CITY GAS COMPANY

FTS-1 Contract No. 109610 dated August 11, 2003 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 4 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 4 Effective Date, Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.25 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

City Gas Company Share	0.22% or \$321.88 per month
------------------------	-----------------------------

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Shipper shall be entitled to elect reduction options under Section 6.32.4 (Sole Supply Customer) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 109610
Amendment No: 04

- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County Int (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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 gate station or group of gate stations operated by Shipper; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.

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

CITY GAS COMPANY

"Shipper"

By: *[Signature]*

Title: Executive Vice President

Date: 2-8-2012

ANR PIPELINE COMPANY

"Transporter"

By: *[Signature]*

Title: Director, - Commercial Services

Date: 2/14/12

Legal
Date 1/13/12

AS 2-13-12

JSP 1/10/12 AB 1/13/12

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND CITY GAS COMPANY (Shipper)

Contract No: 109610
Rate Schedule: FTS-1
Contract Date: August 11, 2003
Amendment Date: January 12, 2012

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2013	28730 ANTIGO TO: October 31, 2023	225	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	28730 ANTIGO TO: October 31, 2013	225	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	28730 ANTIGO TO: October 31, 2004	100	0	0

Appendix B

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

Tariff Sections

Version

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- 6.28 – GT&C, Non-conforming Agreements

v.25.0.0
v.9.0.0

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6.28 NON-CONFORMING AGREEMENTS

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

Contract No. 106102

2. ~~Reserved For Future Use~~ Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.

Contract Nos. 107784, 108014

3. ~~Reserved For Future Use~~ Wisconsin Public Service Corporation, ETS Agreement, dated October 22, 2004.

Contract No. 5500

4. ~~Reserved For Future Use~~ Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 22, 2004.

Contract No. 12000

5. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.

6. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.

7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.

8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.

9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.

10. ~~Reserved For Future Use~~ Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.

Contract No. 107896

11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.

12. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.
13. ~~Reserved For Future Use~~ City Gas Company, FTS-1 Agreement, dated June 28, 2004.
Contract No. 109610
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.

Contract No. 109713
15. Reserved For Future Use.
16. Reserved For Future Use.
17. Reserved For Future Use.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. Reserved For Future Use.
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.

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

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

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

Contract No. 109854
25. Reserved For Future Use.

26. Reserved For Future Use.
27. Wisconsin Gas LLC, ETS Agreement, dated August 25, 2011.
Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.
Contract Nos. 107877, 107879
29. Wisconsin Gas LLC, FSS Agreement, dated June 26, 2002.
Contract Nos. 107870, 107871, 107880, 107881
30. Wisconsin Electric Power Company, ETS Agreement, dated June 27, 2002.
Contract Nos. 107895, 107897, 107898, 107899
31. Wisconsin Gas LLC, NNS Agreement, dated June 27, 2002.
Contract No. 107995
32. Wisconsin Electric Power Company, NNS Agreement, dated June 27, 2002.
Contract No. 107997
33. Wisconsin Gas LLC, FSS Agreement, dated April 21, 2003.
Contract Nos. 109210, 109211
34. Wisconsin Gas LLC, ETS Agreement, dated April 21, 2003.
Contract No. 109218
35. Wisconsin Electric Power Company, ETS Agreement, dated April 21, 2003.
Contract No. 109222
36. Wisconsin Electric Power Company, FSS Agreement, dated April 21, 2003.
Contract Nos. 109225, 109226, 109227

37. Wisconsin Gas LLC, FSS Agreement, dated July 22, 2011.
Contract No. 118552
38. Wisconsin Electric Power Company, ETS Agreement, dated July 22, 2011.
Contract Nos. 118787, 118789
39. Wisconsin Gas LLC, ETS Agreement, dated July 22, 2011.
Contract Nos. 118793, 118794
40. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.
Contract Nos. 114655, 114656
41. Wisconsin Public Service Corporation, ETS Agreement, dated October 6, 2004.
Contract Nos. 1600, 5450, 106322
42. Wisconsin Public Service Corporation, NNS Agreement, dated October 6, 2004.
Contract No. 99515
43. Wisconsin Public Service Corporation, FTS-1 Agreement, dated October 6, 2004.
Contract Nos. 104404, 104405, 106199
44. Wisconsin Public Service Corporation, FSS Agreement, dated March 28, 2008.
Contract Nos. 114369, 114370
45. Wisconsin Gas LLC, ETS Agreement, dated June 26, 2002.
Contract No. 107873
46. Wisconsin Electric Power Company, ETS Agreement, dated June 26, 2002.
Contract No. 107893
47. Madison Gas and Electric Company, FTS-1 Agreement, dated April 8, 2008.
Contract No. 114512

48. Chevron U.S.A. Inc., PTS-2 Agreement, dated November 14, 2001.

Contract No. 107146

49. BHP Billiton Petroleum (Deepwater) Inc., PTS-2 Agreement, dated November 14, 2001.

Contract No. 107147

50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.

Contract No. 108250

51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.

Contract Nos. 107889, 107900, 107901

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

Contract No. 113715

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

Contract No. 113729

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

Contract No. 113710

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

Contract No. 114091

Appendix C

ANR Pipeline Company **Marked Agreements**

- 1) Wisconsin Public Service Corporation
Rate Schedule ETS Service Agreement #5500, Amendment No. 14
- 2) Wisconsin Public Service Corporation
Rate Schedule FTS-1 Service Agreement #12000, Amendment No. 11
- 3) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement #107784, Amendment No. 09
- 4) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement #107896, Amendment No. 07
- 5) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement #108014, Amendment No. 09
- 6) City Gas Company
Rate Schedule FTS-1 Service Agreement #109610, Amendment No. 04

Contract No: 5500
Amendment No: 14

AMENDMENT

Date: July 29, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN PUBLIC SERVICE CORPORATION

ETS Contract No. 5500 dated March 24, 1997 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 14 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 14 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Amendment will continue through October 31, 2023.

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

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

TRANSPORTER:

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

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 SEASONAL 1

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

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Public Service Corporation 47.00% or \$68,003.13 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities cost recovery period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.

¹ The Parties agree to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

- d) Transporter will collect this surcharge through this Agreement.
- C. Except as specifically provided herein, beginning April 1, 2006, Shipper shall not pay any surcharges in excess of ACA, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to Sections 6.32.1 and 6.32.3 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.
- C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- D. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

- E. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper. Shipper shall have the right to change the Primary Receipt 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 Section 8.A, of this Agreement provided Shipper is awarded its requested changed Receipt Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Receipt Point to any Receipt Point in the same rate zone as the current Primary Receipt Point.
- F. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- G. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Alliance/ANR (277072). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of ANR's FERC Gas Tariff.
- H. Shipper's existing gates and all new Shipper gates will be operated as a single Delivery Point under all applicable ETS service agreements, which is known and referred to in this Agreement as WPSC Group 1 ("WPSC Group 1"), unless Transporter is physically or operationally unable to do so because one of the following occurs: (a) a new third party pipeline is constructed that interconnects with Shipper's system or a third party pipeline that interconnects with Shipper's system is expanded and, as a result, there are significant verifiable changes from historical patterns in flow into Shipper's system; or (b) a significant load increase (i.e., a 200 MW net electric or larger power generating facility commences commercial operation) at a Shipper gate station that results in a verifiable significant change in the flow pattern on Transporter's system.
- H.1 If either item (a) or (b) of Paragraph 8.H occurs, only the affected Gate Station may be deleted from WPSC Group 1. In the event any Gate Station is disaggregated from WPSC Group 1, Shipper shall have the right, at its election and selection and subject to the availability of capacity at a Gate Station, to prorate the Delivery Point MDQs under its service agreements, including the NNS agreement between WPSC Group 1 and any such disaggregated Gate Station.
- H.2 Planned load changes of up to 300 MW net electric generation at DePere Energy Center and the installation of up to 100 MW net electric generation facility at West Marinette shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.

H.3 Load changes at Gate Stations that result from flows from the joint Wisconsin Public Service Corporation/Wisconsin Electric - Gas Operations pipeline that went into service in December, 1998, which interconnects Great Lakes Gas Transmission Limited Partnership's system at Duck Creek with Shipper's system at Conover, shall not justify removal of a Gate Station from WPSC Group 1 as provided for in Paragraph 8.H.1.

- I. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$4.8580 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.C and 8.C.1.

The term for such increased service shall be at Shipper's election: (a) five (5) years; or (b) co-terminus with term of the service agreement for the service Shipper has elected to increase.

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

WISCONSIN PUBLIC SERVICE CORPORATION
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

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

Contract No: 5500

Rate Schedule: ETS

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	139258 WPSC - GROUP 1 TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	139258 WPSC - GROUP 1 TO: March 31, 2023	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	139258 WPSC - GROUP 1 TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	139258 WPSC - GROUP 1 TO: March 31, 2022	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	139258 WPSC - GROUP 1 TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	139258 WPSC - GROUP 1 TO: March 31, 2021	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	139258 WPSC - GROUP 1 TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	139258 WPSC - GROUP 1 TO: March 31, 2020	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	139258 WPSC - GROUP 1 TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139258 WPSC - GROUP 1 TO: March 31, 2019	0	39773	0

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

Contract No: 5500

Rate Schedule: ETS

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2018	139258 WPSC - GROUP 1 TO: October 31, 2018	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139258 WPSC - GROUP 1 TO: March 31, 2018	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	139258 WPSC - GROUP 1 TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	139258 WPSC - GROUP 1 TO: March 31, 2017	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	139258 WPSC - GROUP 1 TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	139258 WPSC - GROUP 1 TO: March 31, 2016	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2015	139258 WPSC - GROUP 1 TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139258 WPSC - GROUP 1 TO: March 31, 2015	0	39773	0
277072 ALLIANCE/ANR INT FROM: April 01, 2014	139258 WPSC - GROUP 1 TO: October 31, 2014	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2013	139258 WPSC - GROUP 1 TO: March 31, 2014	0	39773	0

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

Contract No: 5500

Rate Schedule: ETS

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139258 WPSC - GROUP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139258 WPSC - GROUP 1 TO: March 31, 2013	0	39773	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139258 WPSC - GROUP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139258 WPSC - GROUP 1 TO: March 31, 2012	0	39773	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139258 WPSC - GROUP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139258 WPSC - GROUP 1 TO: March 31, 2011	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139258 WPSC - GROUP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139258 WPSC - GROUP 1 TO: March 31, 2010	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139258 WPSC - GROUP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139258 WPSC - GROUP 1 TO: March 31, 2009	0	29640	0

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

Contract No: 5500

Rate Schedule: ETS

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139258 WPSC - GROUP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: March 31, 2008	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139258 WPSC - GROUP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139258 WPSC - GROUP 1 TO: March 31, 2007	0	29640	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139258 WPSC - GROUP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2005	139258 WPSC - GROUP 1 TO: March 31, 2006	29640	0	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2003	139258 WPSC - GROUP 1 TO: March 31, 2005	29700	0	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2002	139258 WPSC - GROUP 1 TO: March 31, 2003	29704	0	0
28873 MARSHFIELD/VIKING INT FROM: January 01, 2002	139258 WPSC - GROUP 1 TO: March 31, 2002	29733	0	0
28873 MARSHFIELD/VIKING INT FROM: June 01, 2001	139258 WPSC - GROUP 1 TO: December 31, 2001	29718	0	0

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

Contract No: 5500

Rate Schedule: ETS

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2001	139258 WPSC - GROUP 1 TO: May 31, 2001	29718	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2000	139258 WPSC - GROUP 1 TO: March 31, 2001	29722	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1998	139258 WPSC - GROUP 1 TO: October 31, 2000	29585	0	0
28873 MARSHFIELD/VIKING INT FROM: May 01, 1997	139258 WPSC - GROUP 1 TO: October 31, 1998	37283	0	0

Contract No: 12000
Amendment No: 11

AMENDMENT

Date: July 29, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN PUBLIC SERVICE CORPORATION

FTS-1 Contract No. 12000 dated March 24, 1997 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 11 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 11 Effective Date, Shipper and Transporter have agreed to replace Section 4. **TERM OF AGREEMENT** in its entirety with the following:

The term of this Amendment will continue through October 31, 2023.

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

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

TRANSPORTER:

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

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 SEASONAL 1

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

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.25 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Public Service Corporation 47.00% or \$68,003.13 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities cost recovery period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this Surcharge through Shipper's contract No. 5500.

¹ The Parties agree to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

- C. Except as specifically provided herein, beginning April 1, 2006, Shipper shall not pay any surcharges in excess of ACA, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to Sections 6.32.1 and 6.32.3 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 99515, 104404, 104405, 106199, 106322, 114369 and 114370 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.
- C.1 Transporter shall be entitled to collect from Shipper Governmental Authority Surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a governmental authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge would constitute such a surcharge. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.
- D. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.

- E. 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 Section 8.A, of this Agreement 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 gate station or group of gate stations operated by Shipper. Shipper shall have the right to change the Primary Receipt 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 Section 8.A, of this Agreement provided Shipper is awarded its requested changed Receipt Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Receipt Point to any Receipt Point in the same rate zone as the current Primary Receipt Point.
- F. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- G. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Alliance/ANR (277072). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of ANR's FERC Gas Tariff.
- H. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required Transporter agrees that the rate for the Primary Route and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of \$4.25 per dth and a Commodity Rate of \$0.0075 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.C and 8.C.1.

The term for such increased service shall be at Shipper's election: (a) five (5) years; or (b) co-terminus with term of the service agreement for the service Shipper has elected to increase.

Contract No: 12000
Amendment No: 11

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

WISCONSIN PUBLIC SERVICE CORPORATION
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

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

Contract No: 12000

Rate Schedule: FTS-1

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	28868 OSHKOSH TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	28868 OSHKOSH TO: March 31, 2023	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	28868 OSHKOSH TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	28868 OSHKOSH TO: March 31, 2022	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	28868 OSHKOSH TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	28868 OSHKOSH TO: March 31, 2021	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	28868 OSHKOSH TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	28868 OSHKOSH TO: March 31, 2020	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	28868 OSHKOSH TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	28868 OSHKOSH TO: March 31, 2019	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2018	28868 OSHKOSH TO: October 31, 2018	0	0	0

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

Contract No: 12000

Rate Schedule: FTS-1

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: November 01, 2017	28868 OSHKOSH TO: March 31, 2018	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	28868 OSHKOSH TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	28868 OSHKOSH TO: March 31, 2017	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	28868 OSHKOSH TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	28868 OSHKOSH TO: March 31, 2016	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2015	28868 OSHKOSH TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	28868 OSHKOSH TO: March 31, 2015	0	7762	0
277072 ALLIANCE/ANR INT FROM: April 01, 2014	28868 OSHKOSH TO: October 31, 2014	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2013	28868 OSHKOSH TO: March 31, 2014	0	7762	0

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

Contract No: 12000

Rate Schedule: FTS-1

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	28868 OSHKOSH TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	28868 OSHKOSH TO: March 31, 2013	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	28868 OSHKOSH TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	28868 OSHKOSH TO: March 31, 2012	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	28868 OSHKOSH TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	28868 OSHKOSH TO: March 31, 2011	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	28868 OSHKOSH TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	28868 OSHKOSH TO: March 31, 2010	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	28868 OSHKOSH TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	28868 OSHKOSH TO: March 31, 2009	0	7762	0

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

Contract No: 12000

Rate Schedule: FTS-1

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	28788 WEST GREEN BAY TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	28788 WEST GREEN BAY TO: March 31, 2008	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	28788 WEST GREEN BAY TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	28788 WEST GREEN BAY TO: March 31, 2007	0	7762	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	28788 WEST GREEN BAY TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: May 01, 1997	28788 WEST GREEN BAY TO: March 31, 2006	7762	0	0
28873 MARSHFIELD/VIKING INT FROM: September 01, 1996	174791 ROSHOLT (WISC) INT TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	11703 MENOMINEE NO 2 TO: April 30, 1997	518	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28829 PLYMOUTH TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28761 MARINETTE TO: April 30, 1997	500	0	0

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

Contract No: 12000

Rate Schedule: FTS-1

Contract Date: March 24, 1997

Amendment Date: July 29, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28866 SOUTH OSHKOSH TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28832 NORTH SHEBOYGAN TO: April 30, 1997	1000	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28774 RHINELANDER TO: April 30, 1997	500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28788 WEST GREEN BAY TO: April 30, 1997	3744	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 1993	28795 SOUTH STEVENS POINT TO: August 31, 1996	500	0	0

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 107784 dated June 26, 2002 (“Agreement”) between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter’s Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”) (“Amendment No. 9 Effective Date”), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 9 Effective Date, Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

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

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

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002-2761
Attention: COMMERCIAL SERVICES

SHIPPER:

WISCONSIN GAS LLC
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

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

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. MICHIGAN STREET – PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

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

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Gas Share	32.15% or \$46,517.03 per month
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- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this Surcharge through Shipper's contract No. 108014.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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, of this Agreement 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	14000	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	14000	0
246067 WILL COUNTY INT FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	14000	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2006	14000	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	14000	0	0

Contract No: 107896
Amendment No: 07

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107896 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 7 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 7 Effective Date, Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

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

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

Contract No: 107896
Amendment No: 07

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002-2761
Attention: COMMERCIAL SERVICES

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

Contract No: 107896
Amendment No: 07

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Electric Share 17.31% or \$25,045.41 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through this Agreement.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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, of this Agreement 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Gas LLC in the State of Wisconsin.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 107896
Amendment No: 07

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

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

Contract No: 107896

Rate Schedule: ETS

Contract Date: June 26, 2002

Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139256 WISC EPC-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139256 WISC EPC-GRP 1 TO: March 31, 2023	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2022	139256 WISC EPC-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139256 WISC EPC-GRP 1 TO: March 31, 2022	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2021	139256 WISC EPC-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	17500	0

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

Contract No: 107896

Rate Schedule: ETS

Contract Date: June 26, 2002

Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	17500	0
246067 WILL COUNTY INT FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	17500	0

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

Contract No: 107896

Rate Schedule: ETS

Contract Date: June 26, 2002

Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139256 WISC EPC-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139256 WISC EPC-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139256 WISC EPC-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139256 WISC EPC-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	17500	0

PRIMARY ROUTE EXHIBIT

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

Contract No: 107896
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139256 WISC EPC-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139256 WISC EPC-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	17500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139256 WISC EPC-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: March 31, 2006	17500	0	0

Contract No: 108014
Amendment No: 09

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 108014 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 9 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 9 Effective Date, Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

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

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

Contract No: 108014
Amendment No: 09

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002-2761
Attention: COMMERCIAL SERVICES

SHIPPER:

WISCONSIN GAS LLC
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: RICHARD QUICK

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

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
231 W. MICHIGAN STREET – PSB-P277
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYK

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

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.858 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 ("MRP Facilities Cost Recovery Period").

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

Contract No: 108014
Amendment No: 09

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper's share is calculated to be:

Wisconsin Gas Share	32.15% or \$46,517.03 per month
---------------------	---------------------------------

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this surcharge through this Agreement.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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, of this Agreement 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 gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% ("Cost Factor") to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 108014
Amendment No: 09

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	18500	0
246067 WILL COUNTY INT FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
246067 WILL COUNTY INT FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	18500	0

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2006	139255 WISC GAS-GRP 1 TO: October 31, 2006	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	139255 WISC GAS-GRP 1 TO: March 31, 2006	18500	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	139376 WISC GAS-GRP 2 TO: October 31, 2004	18500	0	0

Contract No: 109610
Amendment No: 04

AMENDMENT

Date: January 12, 2012

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: CITY GAS COMPANY

FTS-1 Contract No. 109610 dated August 11, 2003 ("Agreement") between Transporter and Shipper is amended effective the later of November 01, 2013, or, upon the in-service date of Transporter's Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement") ("Amendment No. 4 Effective Date"), which is necessary to provide the services hereunder as follows:

- 1) As of the Amendment No. 4 Effective Date, Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement will continue through October 31, 2023.

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

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

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

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

- A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Fixed Monthly Reservation Rate of \$4.25 per dth and a Fixed Commodity Rate of \$0.0075. This rate shall be inclusive of any other fees or surcharges under Transporter's FERC Gas Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) in accordance with Transporter's FERC Gas Tariff.

Secondary Receipt(s): All ML 7 Receipts
Secondary Delivery(ies): All ML 7 Deliveries

- B. The MRP Facilities cost recovery period shall commence on the in-service date of the MRP Facilities, but in no event prior to November 1, 2013, and will continue through October 31, 2023 (“MRP Facilities Cost Recovery Period”).

During the MRP Facilities Cost Recovery Period, Shipper agrees to pay an incremental monthly surcharge calculated as follows:

- a) The incremental monthly surcharge in the aggregate will be based on the following formula: [actual MRP Facilities construction costs (capped at \$25 million) x 13.89%¹ (Cost Factor) x 50% (MRP Facilities cost percentage agreed to by the parties to the Settlement Agreement)] ÷ 12 months. Based on this formula and assuming an MRP Facilities capital cost of \$25 million, the resulting incremental monthly surcharge in the aggregate is calculated to be \$144,687.50 per month and Shipper’s share is calculated to be:

City Gas Company Share 0.22% or \$321.88 per month

- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter’s Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter’s Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter’s FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter’s FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Shipper shall be entitled to elect reduction options under Section 6.32.4 (Sole Supply Customer) of Transporter’s Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

¹ The parties to the Settlement Agreement agreed to use a factor equal to 13.89% (“Cost Factor”) to determine the incremental monthly surcharge payment applicable to the Complainants in the Settlement Agreement.

Contract No: 109610
Amendment No: 04

- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County Int (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. 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 gate station or group of gate stations operated by Shipper; provided, however, Shipper shall not be permitted to change the Primary Receipt Point under this Agreement except as mutually agreed to otherwise.

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

CIYY GAS COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND CITY GAS COMPANY (Shipper)

Contract No: 109610
Rate Schedule: FTS-1
Contract Date: August 11, 2003
Amendment Date: January 12, 2012

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
246067 WILL COUNTY INT FROM: November 01, 2013	28730 ANTIGO TO: October 31, 2023	225	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2004	28730 ANTIGO TO: October 31, 2013	225	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2003	28730 ANTIGO TO: October 31, 2004	100	0	0