



December 31, 2015

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

ANR Pipeline Company
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Re: ANR Pipeline Company
Non-Conforming Agreement
Docket No. RP16- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”), and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance two (2) revised tariff sections to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”),² and one (1) tariff record that reflects a Rate Schedule FTS-1 (“FTS-1”) service agreement³ containing non-conforming provisions (“Agreement”).⁴ ANR requests that the Commission accept the tariff sections and tariff record, included herein as Appendix A, to become effective February 1, 2016.

¹ 18 C.F.R. Part 154 (2015).

² Part 1 – Table of Contents (“Table of Contents”) and Part 6.28 – GT&C, Non-Conforming Agreements (“Section 6.28”).

³ FTS-1 Contract No. 127009 is submitted herein.

⁴ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “...non-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the Agreement included herein as a whole document, in PDF format.

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:

John A. Roscher Director, Rates, Tariffs, and Certificates	* David R. Hammel Senior Legal Counsel ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 Fax (832) 320-6861 E-mail: dave_hammel@transcanada.com
* Joan F. Collins Manager, Tariffs and Compliance ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5651 Fax (832) 320-6651 E-mail: joan_collins@transcanada.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

Background

On April 1, 2013, ANR entered into a precedent agreement with the Iowa Fertilizer Company (“Iowa Fertilizer”) to provide up to 81,000 Dth/day of service along a lateral line to be constructed to Iowa Fertilizer’s proposed fertilizer manufacturing plant (“Project”). Between May 1, 2013, and May 16, 2013, ANR conducted a non-binding open season (“Open Season”) to determine the level of interest in the Project, and treated the Iowa Fertilizer precedent agreement as a prearranged conforming bid in the Open Season. There were no other bids received during the Open Season. As a result, on September 9, 2013, in Docket No. CP13-546-000, ANR filed an application pursuant to Part 157 of the Commission’s regulations⁵ (“Application”) for authorization to construct, own, and operate facilities for its Project consisting of approximately 1.34 miles of 16-inch lateral line and an associated delivery meter under ANR’s blanket certificate issued in Docket No. CP82-480.⁶ The Iowa Fertilizer precedent agreement was included in ANR’s Application.⁷ Pursuant to Section 157.205(h)(1) of the Commission’s regulations, the Project was authorized under ANR’s blanket certificate authority on November 19, 2013. As a result, ANR entered into the Agreement, which is submitted herein, with an effective date of February 1, 2016.

⁵ 18 C.F.R. Part 157 (2014).

⁶ See *Michigan Wisconsin Pipe Line Company*, 20 FERC ¶ 62,595 (1982).

⁷ The precedent agreement filed in ANR’s Application contained a negotiated rate provision. However, upon further discussion with Iowa Fertilizer, the Agreement included herein contains discounted rates.

Instant Filing

The Agreement submitted herein contains provisions which deviate from the applicable FTS-1 *pro forma* Form of Service Agreement (“PFSA”) in ANR’s Tariff. The Further Agreement section of the Agreement (*i.e.*, Article 8) includes non-conforming provisions which set forth the creditworthiness requirements that were part of the precedent agreement that Iowa Fertilizer submitted in the Open Season.⁸ As Iowa Fertilizer is the only holder of the Project’s capacity, such creditworthiness requirements are necessary to ensure that ANR’s financial commitment to the Project is protected through the initial terms of service for Iowa Fertilizer. Such creditworthiness provisions are necessary to support the Project and are consistent with Commission precedent as well as the Commission’s Policy Statement regarding collateral requirements for construction projects.⁹

Pursuant to Section 154.112(b) and 154.201 of the Commission’s regulations, ANR is filing herein a copy of the executed Agreement as tariff record 10.43, included within Appendix A, and a marked version of the Agreement in Appendix C to identify any differences from the PFSA contained in ANR’s Tariff. ANR is including, in the instant filing, revised Section 6.28 to reference the Agreement as non-conforming in its Tariff. Additionally, a revised Table of Contents is submitted herein in Appendix A to reflect the housing of the Agreement in ANR’s Tariff.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the tariff sections and Agreement, included as Appendix A, to become effective February 1, 2016.

Other Filings Which May Affect This Proceeding

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

⁸ The Agreement includes creditworthiness provisions which are identical to those appearing in the precedent agreement submitted by Iowa Fertilizer.

⁹ *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 111 FERC ¶ 61,142 at P 17 to 19, and 21 (2005). P 19 states that the collateral requirements in the precedent agreements would apply only to the initial shippers on the project, and would continue to apply to these initial shippers even after the project goes into service. See also *ANR Pipeline Company*, Docket No. RP15-375-000 (February 26, 2015) (Unpublished Director’s Letter Order); *ANR Pipeline Company*, Docket No. RP15-1281-000 (October 13, 2015) (Unpublished Director’s Letter Order); and *Gas Transmission Northwest LLC*, Docket No. RP15-1294-000 (October 23, 2015) (Unpublished Director’s Letter Order).

Contents of Filing

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

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

Certificate of Service

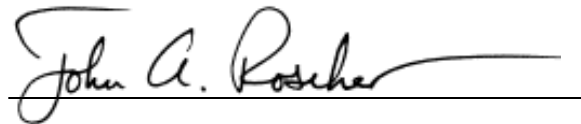
As required by Sections 154.7(b) and 154.208 of the Commission’s regulations, copies of this filing are being served on all of ANR’s existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for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

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

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

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in cursive script that reads "John A. Roscher". The signature is written in black ink and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates, Tariffs, and Certificates

Enclosures

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

Tariff Sections

Version

1 - TABLE OF CONTENTS	v.30.0.8
6.28 - GT&C, Non-Conforming Agreements	v.13.0.0

Tariff Record

Section 10 – Non-Conforming Agreements

10.43	Iowa Fertilizer Company	FTS-1	#127009	v.0.0.0
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6.28 NON-CONFORMING AGREEMENTS

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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.
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10. Wisconsin Electric Power Company, ETS Agreement, dated September 27, 2004.

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50. PXP Offshore LLC, PTS-2 Agreement, dated September 12, 2002.
Contract No. 108250
51. Wisconsin Electric Power Company, FSS Agreement, dated June 26, 2002.
Contract Nos. 107889, 107900, 107901
52. Wisconsin Gas LLC, FSS Agreement, dated October 10, 2007.
Contract No. 113715
53. Wisconsin Electric Power Company, FSS Agreement, dated October 10, 2007.
Contract No. 113729
54. Wisconsin Gas LLC, ETS Agreement, dated October 31, 2007.
Contract No. 113710
55. Wisconsin Electric Power Company, ETS Agreement, dated November 1, 2007.
Contract No. 114091

Firm Transportation Service Agreement
Rate Schedule FTS-1

Iowa Fertilizer Company
(#127009)

Agreement Effective Date: February 1, 2016

Date: December 23, 2015

Contract No.:127009

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and IOWA FERTILIZER COMPANY LLC (Shipper).

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

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

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

3. **CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

February 1, 2016, to

January 31, 2036

Right of First Refusal:

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5. RATES:

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

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

- A. The discounted rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be the lesser of ANR's Maximum Tariff Rate or the initial contract rate, which when expressed on a 100% load factor equivalent basis, equals \$0.2393. The initial contract rate consists of a Monthly Reservation Rate of \$6.8384 per dth and a Commodity Rate of \$0.0145. The Commodity Rate to be charged will be the applicable Commodity Rate per ANR's Tariff. Should ANR's applicable Commodity Rate change from \$0.0145, the Monthly Reservation Rate will be adjusted such that the 100% load factor equivalent rate shall be \$0.2393, or the 100% load factor equivalent of ANR's applicable Maximum Tariff Rate, whichever is less. This rate shall be exclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All receipt points in Rate Zones SW Area, ML-5,
and ML-6
Secondary Delivery(ies): None

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

Date: December 23, 2015

Contract No.:127009

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. 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
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Services

SHIPPER:

IOWA FERTILIZER COMPANY LLC
3550-180TH STREET
WEVER, IA 52658
Attention: SHAWN RANA

Telephone: 319-376-4737
FAX:
E-mail: shawn.rana@iowafertilizer.com

INVOICES AND STATEMENTS:

IOWA FERTILIZER COMPANY LLC
3550-180TH STREET
WEVER, IA 52658
Attention: SHAWN RANA

Telephone: 319-376-4737
FAX:
E-mail: shawn.rana@iowafertilizer.com

8. FURTHER AGREEMENT:

1. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein: the minimum delivery pressure of gas to be delivered by ANR at the delivery point will be 425 psig.
2. During the term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8.2 (a) below, or provide and maintain Credit Support pursuant to Section 8.2 (b) below.
 - (a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in (i) -- (vi) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

If Shipper does not meet the creditworthiness standard described above, Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

- (i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
- (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's

current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Shipper is operating under any chapter of the bankruptcy code and is subject to liquidation or debt reduction procedures under state laws and whether there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment.

(iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(v) The nature of the Shipper's business and the effect on that business of economic conditions, including Shipper's ability to pass on such costs to its customers.

(vi) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).

(b) As used herein, "Credit Support" means:

(i) A guarantee of Shipper's obligations in a form acceptable to Transporter in its sole discretion, in the amount equal to the value of reservation charges under this Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 8.2 (a) ("Guarantor"); or

(ii) One of the following collateral options: x) an irrevocable standby letter of credit, in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter; or y) a cash security deposit delivered to Transporter; or z) other security collateral option mutually agreed upon by Transporter and Shipper which may be substituted for any other collateral option previously implemented by the

parties, in which case the previous collateral option would be returned by Transporter upon such substitution; or

(iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

Shipper may select the form of collateral Credit Support that it provides. Such collateral options shall be for an amount equal to the Estimated Project Costs, such amount not to exceed the Project Security Cost Cap. The parties agree that to the extent the amount of collateral Credit Support provided exceeds Estimated Project Costs, Transporter shall promptly release such excess amount to Shipper. The parties shall coordinate the release, replacement, amendment, and return of any collateral Credit Support with respect to such excess. Subsequent to the Commencement Date, such amount shall be reduced on a quarterly basis for reservation charges paid in the prior three months but in no event reduced to less than an amount equal to the charges for three (3) months service at the MDQ.

The term "Estimated Project Costs" means the total estimated project costs for the Iowa Fertilizer Project facilities as estimated by ANR, as may be updated from time to time. The term "Project Security Cost Cap" means an amount equal to one hundred ten percent (110%) of the Estimated Project Costs but in no instance may the aggregate amount exceed sixteen million two hundred thousand dollars (\$16,200,000).

- (c) Shipper shall maintain its creditworthiness, either directly or through provision of Credit Support, for the term of this Agreement. Unless Credit Support (other than a Guaranty) has been provided, Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8.2 (a) above, on an ongoing basis and Shipper shall provide, upon Transporter's request, information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). Transporter and Shipper shall enter into a confidentiality agreement by which Transporter agrees to protect all non-public information it reviews as part of any creditworthiness assessment of Shipper (or its Guarantor). If at any time Transporter or Shipper are in dispute as to whether Shipper or its (proposed) guarantor is creditworthy, then until such time as such dispute is resolved, Shipper shall be required to provide the Credit Support contemplated in clause (x), (y) or (z) of Section 8.2 (b) (ii) (which shall be subject to immediate release in the event that the parties mutually agree or it is determined by Transporter that Shipper or its (proposed) guarantor is creditworthy). The parties agree that Shipper's failure to supply or maintain Credit Support shall not (a)

relieve Shipper of its other obligations under this Agreement, or (b) prejudice Transporter's right to seek damages or performance under this Agreement.

- (d) Shipper acknowledges that this Agreement and the Service Agreement are contracts under which ANR will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement and/or the Service Agreement(s) as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy.
- (e) Section 8.2 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement, or to any permanent release, in whole or part, of this Agreement. Transporter may refuse to allow Shipper to permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial. If Transporter determines that it is financially indifferent to an assignment of this Agreement or to any permanent release of capacity as described in this Section, Transporter will not oppose any request for waiver(s) sought by Shipper from the Federal Energy Regulatory Commission (FERC) to effectuate such assignment of this Agreement or permanent release of capacity.

Date: December 23, 2015

Contract No.: 127009

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

SHIPPER: IOWA FERTILIZER COMPANY LLC

By: KSJ

Title: Kevin Struve, Manager

Date: 29 December 2015

TRANSPORTER: ANR PIPELINE COMPANY

By: Edward Jaskolski

Title: Director, Commercial Services

Date: 12-29-15

EWJ
BB 12/29/15

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND IOWA FERTILIZER COMPANY LLC (Shipper)

Contract No: 127009
Rate Schedule: FTS-1
Contract Date: December 15, 2015
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: February 01, 2016	1394871 BURKES RUN TO: January 31, 2036	81000	0	0

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

Tariff Sections

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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. Wisconsin Electric Power Company, ETS Agreement, dated August 18, 2014.
Contract No. 124961
16. Antero Resources Corporation, FTS-1 Agreements, dated September 22, 2014.
Contract Nos. 125082, 125083
17. CNX Gas Company LLC, FTS-1 Agreements, dated January 21, 2015.
Contract Nos. 125723, 125724
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~~ Iowa Fertilizer Company LLC, FTS-1 Agreement, dated
December 23, 2015.

Contract No. 127009
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. Rice Energy Marketing LLC, FTS-1 Agreements, dated February 23, 2015.
Contract Nos. 125852, 125853, 125854
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) Iowa Fertilizer Company
Rate Schedule FTS-1 Service Agreement (#127009)

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and IOWA FERTILIZER COMPANY LLC (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

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

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

4. TERM OF AGREEMENT:

February 1, 2016, to

January 31, 2036

Right of First Refusal:

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2)

5. **RATES:**

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

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

- A. The discounted rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be the lesser of ANR's Maximum Tariff Rate or the initial contract rate, which when expressed on a 100% load factor equivalent basis, equals \$0.2393. The initial contract rate consists of a Monthly Reservation Rate of \$6.8384 per dth and a Commodity Rate of \$0.0145. The Commodity Rate to be charged will be the applicable Commodity Rate per ANR's Tariff. Should ANR's applicable Commodity Rate change from \$0.0145, the Monthly Reservation Rate will be adjusted such that the 100% load factor equivalent rate shall be \$0.2393, or the 100% load factor equivalent of ANR's applicable Maximum Tariff Rate, whichever is less. This rate shall be exclusive of any other fees or surcharges under Transporter's Tariff. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel %), EPC Charge (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Secondary Receipt(s): All receipt points in Rate Zones SW Area, ML-5, and ML-6

Secondary Delivery(ies): None

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. 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
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Services

SHIPPER:

IOWA FERTILIZER COMPANY LLC
3550-180TH STREET
WEVER, IA 52658
Attention: SHAWN RANA

Telephone: 319-376-4737
FAX:
E-mail: shawn.rana@iowafertilizer.com

INVOICES AND STATEMENTS:

IOWA FERTILIZER COMPANY LLC
3550-180TH STREET
WEVER, IA 52658
Attention: SHAWN RANA

Telephone: 319-376-4737
FAX:
E-mail: shawn.rana@iowafertilizer.com

8. FURTHER AGREEMENT:

1. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein: the minimum delivery pressure of gas to be delivered by ANR at the delivery point will be 425 psig.

2. During the term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8.2 (a) below, or provide and maintain Credit Support pursuant to Section 8.2 (b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in (i) – (vi) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

If Shipper does not meet the creditworthiness standard described above, Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following information:

(i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's

current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Shipper is operating under any chapter of the bankruptcy code and is subject to liquidation or debt reduction procedures under state laws and whether there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment.

(iv) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(v) The nature of the Shipper's business and the effect on that business of economic conditions, including Shipper's ability to pass on such costs to its customers.

(vi) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).

(b) As used herein, "Credit Support" means:

(i) A guarantee of Shipper's obligations in a form acceptable to Transporter in its sole discretion, in the amount equal to the value of reservation charges under this Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 8.2 (a) ("Guarantor"); or

(ii) One of the following collateral options: x) an irrevocable standby letter of credit, in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter; or y) a cash security deposit delivered to Transporter; or z) other security collateral option mutually agreed upon by Transporter and Shipper which may be substituted for any other collateral option previously implemented by the

parties, in which case the previous collateral option would be returned by Transporter upon such substitution; or

(iii) Any other financial assurance mutually agreed upon by Transporter and Shipper.

Shipper may select the form of collateral Credit Support that it provides. Such collateral options shall be for an amount equal to the Estimated Project Costs, such amount not to exceed the Project Security Cost Cap. The parties agree that to the extent the amount of collateral Credit Support provided exceeds Estimated Project Costs, Transporter shall promptly release such excess amount to Shipper. The parties shall coordinate the release, replacement, amendment, and return of any collateral Credit Support with respect to such excess. Subsequent to the Commencement Date, such amount shall be reduced on a quarterly basis for reservation charges paid in the prior three months but in no event reduced to less than an amount equal to the charges for three (3) months service at the MDQ.

The term "Estimated Project Costs" means the total estimated project costs for the Iowa Fertilizer Project facilities as estimated by ANR, as may be updated from time to time. The term "Project Security Cost Cap" means an amount equal to one hundred ten percent (110%) of the Estimated Project Costs but in no instance may the aggregate amount exceed sixteen million two hundred thousand dollars (\$16,200,000).

(c) Shipper shall maintain its creditworthiness, either directly or through provision of Credit Support, for the term of this Agreement. Unless Credit Support (other than a Guaranty) has been provided, Transporter shall have the right to review Shipper's (or its Guarantor's) creditworthiness, in accordance with Section 8.2 (a) above, on an ongoing basis and Shipper shall provide, upon Transporter's request, information in order for Transporter to determine the continuing creditworthiness of Shipper (or its Guarantor). Transporter and Shipper shall enter into a confidentiality agreement by which Transporter agrees to protect all non-public information it reviews as part of any creditworthiness assessment of Shipper (or its Guarantor). If at any time Transporter or Shipper are in dispute as to whether Shipper or its (proposed) guarantor is creditworthy, then until such time as such dispute is resolved, Shipper shall be required to provide the Credit Support contemplated in clause (x), (y) or (z) of Section 8.2 (b) (ii) (which shall be subject to immediate release in the event that the parties mutually agree or it is determined by Transporter that Shipper or its (proposed) guarantor is creditworthy). The parties agree that Shipper's failure to supply or maintain Credit Support shall not (a)

relieve Shipper of its other obligations under this Agreement, or (b) prejudice Transporter's right to seek damages or performance under this Agreement.

- (d) Shipper acknowledges that this Agreement and the Service Agreement are contracts under which ANR will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Agreement and/or the Service Agreement(s) as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy.
- (e) Section 8.2 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement, or to any permanent release, in whole or part, of this Agreement. Transporter may refuse to allow Shipper to permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial. If Transporter determines that it is financially indifferent to an assignment of this Agreement or to any permanent release of capacity as described in this Section, Transporter will not oppose any request for waiver(s) sought by Shipper from the Federal Energy Regulatory Commission (FERC) to effectuate such assignment of this Agreement or permanent release of capacity.

Date: December 23, 2015

Contract No.:127009

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

SHIPPER: IOWA FERTILIZER COMPANY LLC

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____ Director, Commercial Services

Date: _____

PRIMARY ROUTE EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND IOWA FERTILIZER COMPANY LLC (Shipper)

Contract No: 127009
Rate Schedule: FTS-1
Contract Date: December 15, 2015
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: February 01, 2016	1394871 BURKES RUN TO: January 31, 2036	81000	0	0