



February 28, 2013

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

ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
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 seven (7) Rate Schedule FSS (“FSS”) 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 issued in Docket No. RP10-517-000,³ as further described below. ANR requests that the Commission accept the proposed tariff sections and tariff records to become effective April 1, 2013.

¹ 18 C.F.R. Part 154 (2011).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42 states that “[N]on-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*, 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:

John A. Roscher Director, Rates and Tariffs	* David R. Hammel Legal Counsel
* Joan F. Collins Manager, Tariffs and Compliance	ANR Pipeline Company 717 Texas Street, Suite 2400
ANR Pipeline Company 717 Texas Street, Suite 2400	Houston, Texas 77002-2761
Houston, Texas 77002-2761	Tel. (832) 320-5861
Tel. (832) 320-5651	Fax (832) 320-6861
Fax (832) 320-6651	E-mail: dave_hammel@transcanada.com
E-mail: joan_collins@transcanada.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

ANR is filing 11 agreements containing terms that deviate from ANR's FSA (collectively "Agreements"), in addition to two (2) tariff sections reflecting the Agreements, in accordance with the terms of the Settlement.

Background

On March 31, 2011, in Docket No. RP10-517-000, ANR and the Complainants⁴ jointly submitted the Settlement, which resolved long-standing operational issues concerning ANR's need for gas receipts at ANR's interconnection with Viking Gas Transmission Company near Marshfield, Wisconsin. As a result of the unbundling required by Order No. 636, ANR needed to ensure gas receipts at its Marshfield receipt point in order to meet the firm requirements of shippers in western Wisconsin ("Marshfield Shippers"). The Settlement eliminated the need for the Marshfield Shippers to maintain 101,135 Dth per day of primary receipt capacity at that point and allowed them to move their primary receipt points pursuant to the Commission's open access flexible receipt and delivery point policies.

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

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 Contracts⁵ and Non-Marshfield Contracts.⁶ The Settlement specified the terms and conditions that would be included in these contracts, including conditions precedent relating to construction of facilities, contract reduction rights, pressure commitments and rights of first refusal (“ROFR”). 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 discussed herein. On October 27, 2011, the Commission accepted the service agreements to be effective November 1, 2011, as requested.⁷

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.⁸

Similarly, 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 be effective November 1, 2012, as requested.⁹

⁵ The Marshfield Contracts were listed in Attachment A included in the Settlement and comprise the transportation service capacity affected by the 2004 Marshfield Settlement. *ANR Pipeline Company*, Docket No. RP05-69-000 (December 13, 2004) (unpublished Director’s letter order).

⁶ The Non-Marshfield Contracts were listed in Attachment B included in the Settlement.

⁷ *ANR Pipeline Company*, Docket No. RP11-2652-001 (October 27, 2011) (unpublished Director’s letter order).

⁸ *ANR Pipeline Company*, Docket No. RP12-451-000 (March 27, 2012) (unpublished Director’s letter order).

⁹ *ANR Pipeline Company*, Docket No. RP12-1122-000 (October 24, 2012) (unpublished Director’s letter order).

Non-Conforming Agreements

As contemplated by the Settlement, in the instant filing ANR is submitting 11 Agreements that 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 April 1, 2013. All of the Agreements submitted herein, including four (4) contracts between ANR and Wisconsin Gas [Rate Schedules ETS (1), and FSS (3)], and seven (7) contracts between ANR and Wisconsin Electric [Rate Schedules ETS (3), and FSS (4)], represent Non-Marshfield Contracts listed in Attachment B of the Settlement, as more fully described in Appendix A, attached hereto.¹⁰ Other agreements contemplated by the Settlement will be filed with the Commission according to their respective effective dates.

The above-referenced Agreements, which have been redlined to show the non-conforming provisions, are included herein at Appendix C. These provisions include: (1) term extensions, terminations, or delivery point changes that are dependent upon the timing of the in-service date of the Marshfield Reduction Project ("MRP") Facilities,¹¹ (2) the right to change a primary delivery point on a Non-Marshfield Contract concurrent with a change in the primary receipt point on a Marshfield Contract; (3) rights to enhanced and improved services offered by ANR generally; (4) a shipper election that flow will be taken at a specified rate; (5) the right to maintain a discounted rate upon specified changes in delivery points; and (6) reduction options. Some of these provisions, such as items (1) and (2) above, are related directly to the Settlement, described in the Settlement, and/or have already been approved as part of the Settlement.¹²

¹⁰ Seven (7) of these Non-Marshfield Contracts, Wisconsin Gas Contract Nos. 107870, and 107871, and Wisconsin Electric Contract Nos. 107897, 107898, 107889, 107900, and 107901, are service agreements that were negotiated rate arrangements previously approved by the Commission, but which have been amended to reflect discounted rates in accordance with the Settlement. Two (2) of these agreements, Wisconsin Electric Contract Nos. 107897 and 107898 are currently housed in ANR's tariff Section 8 (Negotiated Rate Agreements), but are being revised and moved as part of the instant filing to tariff Section 10 (Non-Conforming Agreements). This revision is reflected in the proposed Table of Contents included in Appendix A.

¹¹ *ANR Pipeline Company*, 139 FERC ¶ 61,049 (2012). ANR received approval to construct the MRP Facilities in Docket No. CP11-539-000.

¹² The Agreements include term extensions and terminations consistent with paragraphs 16, 29, and 30 of the Settlement. Additionally, consistent with paragraph 34 of the Settlement, Wisconsin Electric Contract No. 114091 and Wisconsin Gas Contract No. 113710 will be amended to change the primary delivery point to Guardian/Cedar to become effective on the date the primary receipt points in the Marshfield Contracts are transferred from Marshfield to the ANR Joliet Hub area.

Other provisions, including items (3) and (4) above, were included in the Agreements prior to the instant amendments, and other redlined provisions simply implement rights provided for in ANR's Tariff. Although some of the provisions in the Further Agreement section 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 a description of the discounted rate for the primary route, specified rates for service to other points, rights to change primary points in accordance with the Tariff, a right to maintain the specified rate in the event of specified changes in delivery points, an entitled hourly flow rate, and contract reduction rights for loss of load and regulatory unbundling.¹³ These types of provisions, such as service enhancement rights and reduction options, have been previously approved by the Commission.¹⁴

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 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 the Commission to accept these Agreements, and any non-conforming provisions contained therein, without condition or modification. ANR requests an effective date of April 1, 2013, for the 11 Agreements and two (2) tariff sections filed herein. The remaining agreements referenced in the Settlement will be timely filed with the Commission for approval according to their respective effective dates.

¹³ These tariff provisions are located in Sections 5.1.2-Rate Schedule ETS, Applicability and Character of Service; 6.2.4-GT&C, Amendments to Change or Elevate Points; 6.4-GT&C, Receipt and Delivery Point Options; 6.29-GT&C, Discounted Rates; 6.32.1-GT&C, Loss of Load; 6.32.3-GT&C, Regulatory Unbundling Order, and 6.32.5-GT&C, Other Reduction Options, of ANR's Tariff.

¹⁴ See *ANR Pipeline Company*, 97 FERC ¶ 61,252 (2001) approving service enhancement provision; and *ANR Pipeline Company*, Docket No. RP12-360-000 (February 23, 2012) (unpublished Director's letter order) approving reduction options provisions.

Instant Filing

To conform with Order No. 714,¹⁵ 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 10.26 through 10.36 (Non-Conforming Agreements). Each tariff record includes the original 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 April 1, 2013. ANR respectfully requests the Commission grant all waivers necessary to accept this filing and approve the tariff sections and Agreements to become effective April 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).

¹⁵ Order No. 714 at P 13 (2008). Order No. 714 states that "Existing agreements need to be filed electronically only when they are revised.

Certificate of Service

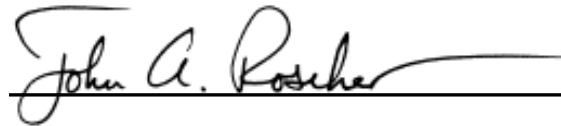
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for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

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

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

Respectfully submitted,

ANR PIPELINE COMPANY

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

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

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

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.21.0.0
6.28 – GT&C, Non-conforming Agreements	v.7.0.0

Tariff Records

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
Section 8 - Negotiated Rate Agreements				
8.7	Reserved For Future Use	n/a	n/a	v.2.0.0
8.8	Reserved For Future Use	n/a	n/a	v.2.0.0
Section 10 - Non-Conforming Agreements				
10.26	Wisconsin Gas LLC	FSS	#107870	v.0.0.0
10.27	Wisconsin Gas LLC	FSS	#107871	v.0.0.0
10.28	Wisconsin Electric Power Company	FSS	#107889	v.0.0.0
10.29	Wisconsin Electric Power Company	ETS	#107897	v.0.0.0
10.30	Wisconsin Electric Power Company	ETS	#107898	v.0.0.0
10.31	Wisconsin Electric Power Company	FSS	#107900	v.0.0.0
10.32	Wisconsin Electric Power Company	FSS	#107901	v.0.0.0
10.33	Wisconsin Gas LLC	ETS	#113710	v.0.0.0
10.34	Wisconsin Gas LLC	FSS	#113715	v.0.0.0
10.35	Wisconsin Electric Power Company	FSS	#113729	v.0.0.0
10.36	Wisconsin Electric Power Company	ETS	#114091	v.0.0.0

TABLE OF CONTENTS

Third Revised Volume No. 1: -----	Section No. -----
Table of Contents.....	1
Preliminary Statement.....	2
System Maps	3
Statement of Rates	
Rate Schedule ETS	4.1
Rate Schedule STS; Small Shipper ETS & FTS-1	4.2
Rate Schedules FTS-1, FTS-4 & FTS-4L.....	4.3
Rate Schedules FTS-1 & ETS (WI 2009).....	4.4
Rate Schedule FTS-2	4.5
Rate Schedule FTS-3	4.6
Rate Schedule ITS	4.7
Rate Schedules ITS-3, IPLS & IWS.....	4.8
Rate Schedules FSS & DDS.....	4.9
Rate Schedules FSS & DDS (Cold Springs 1).....	4.10
Rate Schedules NNS & MBS	4.11
Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2	4.12
Base Rate Components: FTS-3.....	4.13
Base Rate Components: ITS & PTS-3.....	4.14
Negotiated Rate Agreements - PTS-3.....	4.15
Statement of Surcharges.....	4.16
Deferred Transportation Cost Adjustment	4.17
Transporter's Use (%)	4.18
EPC Charge	4.19
Reserved for Future Use.....	4.20
Rate Schedules	
ETS (Enhanced Transportation Service).....	5.1
STS (Small Transportation Service)	5.2
FTS-1 (Firm Transportation Service)	5.3
FTS-2 (Firm Transportation Service)	5.4
FTS-3 (Firm Transportation Service)	5.5
FTS-4 (Firm Transportation Service)	5.6
FTS-4L (Firm Transportation Service).....	5.7

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

General Terms and Conditions

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

Off-System Capacity.....	6.30
Crediting of Penalty Revenues	6.31
Reduction Options	6.32
Marshfield Contracts.....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas	6.35

Form of Service Agreement

Service Agreement (For Rate Schedules ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS, PTS-2 and NNS).....	7.1
Master Service Agreement	7.2
Associated Liquefiabiles Agreement	7.3
Transportation Service Request Form	7.4
Service Agreement (For Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, IPLS and IWS).....	7.5

Negotiated Rate Agreements

Wisconsin Electric Power Company FSS Agmt (#117594)	8.1
Wisconsin Electric Power Company FSS Agmt (#113473)	8.2
Chevron USA Inc. FTS-1 Agmt (#113366).....	8.3
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533)	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	8.5
Tenaska Marketing Ventures FTS-1 Agmt (#116021).....	8.6
Reserved For Future Use.....	8.7
Reserved For Future Use.....	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251).....	8.9
Integrys Energy Services, Inc. FTS-1 Agmt (#117721)	8.10
Chevron U.S.A. Inc. FTS-1 Agmt (#113194).....	8.11
Tennessee Valley Authority IPLS Agmt (#114658).....	8.12
Badger Oil Corporation ITS Agmt (#118463)	8.13
LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	8.14
SPN Resources, LLC ITS Agmt (#118518).....	8.15
Northern Indiana Public Service Company FSS Agmt (#107690).....	8.16
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	8.17
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	8.18
Madison Gas and Electric Company FSS Agmt (#117346)	8.19
NJR Energy Services Company FTS-1 Agmt (#111928).....	8.20
Integrys Energy Services, Inc. FTS-1 Agmt (#119376)	8.21
Tenaska Marketing Ventures FTS-1 Agmt (#113364).....	8.22
Dynamic Offshore Resources, LLC ITS Agmt (#119503).....	8.23
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535)	8.24
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113542)	8.25

Integrys Energy Services, Inc. FTS-1 Agmt (#121197)	8.26
Integrys Energy Services, Inc. FTS-1 Agmt (#111217)	8.27
PXP Offshore LLC ITS Agmt (#108248).....	8.28
PXP Offshore LLC ITS (Assoc. Liquefiables) Agmt (#108249).....	8.29
Reserved For Future Use.....	8.30

Non-Conforming Agreements with Negotiated Rates

Madison Gas and Electric Company FSS Agmt (#117357)	9.1
Wisconsin Gas LLC FSS Agmt (#107880).....	9.2
Wisconsin Gas LLC FSS Agmt (#107881).....	9.3
Wisconsin Electric Power Company FSS Agmt (#109225)	9.4
Wisconsin Electric Power Company FSS Agmt (#109226)	9.5
Wisconsin Electric Power Company FSS Agmt (#109227)	9.6
Wisconsin Gas LLC FSS Agmt (#118552).....	9.7
Wisconsin Public Service Corporation ETS Agmt (#1600).....	9.8
Wisconsin Public Service Corporation ETS Agmt (#5450).....	9.9
Wisconsin Public Service Corporation NNS Agmt (#99515).....	9.10
Wisconsin Public Service Corporation FTS-1 Agmt (#104404).....	9.11
Wisconsin Public Service Corporation FTS-1 Agmt (#104405).....	9.12
Wisconsin Public Service Corporation FTS-1 Agmt (#106199).....	9.13
Wisconsin Public Service Corporation ETS Agmt (#106322).....	9.14
Wisconsin Public Service Corporation FSS Agmt (#114369)	9.15
Wisconsin Public Service Corporation FSS Agmt (#114370)	9.16
Wisconsin Gas LLC ETS Agmt (#107873)	9.17
Wisconsin Electric Power Company ETS Agmt (#107893).....	9.18
Madison Gas and Electric Company FTS-1 Agmt (#114512).....	9.19
Chevron U.S.A. Inc. PTS-2 Agmt (#107146)	9.20
BHP Billiton Petroleum (Deepwater) Inc. PTS-2 Agmt (#107147).....	9.21
PXP Offshore LLC PTS-2 Agmt (#108250).....	9.22

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212)	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223).....	10.2
Wisconsin Gas LLC ETS Agmt (#109854)	10.3
Wisconsin Electric Power Company ETS Agmt (#112883).....	10.4
Wisconsin Gas LLC ETS Agmt (#112891)	10.5
Wisconsin Gas LLC ETS Agmt (#118840)	10.6
Wisconsin Gas LLC ETS Agmt (#107877)	10.7
Wisconsin Gas LLC ETS Agmt (#107879)	10.8
Wisconsin Electric Power Company ETS Agmt (#107899).....	10.9

Wisconsin Gas LLC NNS Agmt (#107995)	10.10
Wisconsin Electric Power Company NNS Agmt (#107997)	10.11
Wisconsin Gas LLC FSS Agmt (#109210).....	10.12
Wisconsin Gas LLC FSS Agmt (#109211).....	10.13
Wisconsin Gas LLC ETS Agmt (#109218)	10.14
Wisconsin Electric Power Company ETS Agmt (#109222).....	10.15
Wisconsin Electric Power Company ETS Agmt (#118787).....	10.16
Wisconsin Electric Power Company ETS Agmt (#118789).....	10.17
Wisconsin Gas LLC ETS Agmt (#118793)	10.18
Wisconsin Gas LLC ETS Agmt (#118794)	10.19
Tennessee Valley Authority FTS-3 Agmt (#114655).....	10.20
Tennessee Valley Authority FTS-3 Agmt (#114656).....	10.21
Wisconsin Electric Power Company ETS Agmt (#107895).....	10.22
PXP Offshore LLC Lease Dedication Agreement.....	10.24
Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc. Lease Dedication Agreement.....	10.25
Wisconsin Gas LLC FSS Agmt (#107870).....	10.26
Wisconsin Gas LLC FSS Agmt (#107871).....	10.27
Wisconsin Electric Power Company FSS Agmt (#107889)	10.28
Wisconsin Electric Power Company ETS Agmt (#107897).....	10.29
Wisconsin Electric Power Company ETS Agmt (#107898).....	10.30
Wisconsin Electric Power Company FSS Agmt (#107900)	10.31
Wisconsin Electric Power Company FSS Agmt (#107901)	10.32
Wisconsin Gas LLC ETS Agmt (#113710)	10.33
Wisconsin Gas LLC FSS Agmt (#113715).....	10.34
Wisconsin Electric Power Company FSS Agmt (#113729)	10.35
Wisconsin Electric Power Company ETS Agmt (#114091).....	10.36

TABLE OF CONTENTS

Original Volume No. 2

Rate Schedule	Description	Sheet No.
	Summary of Rates	16
X-16	Exchange Agreement with Great Lakes Gas Transmission Company	151
X-18	Exchange Agreement with Natural Gas Pipeline Company of America and Phillips Petroleum Company	180
X-37	Exchange Agreement with Southern Natural Gas Company	278

X-62	Exchange Agreement with Transcontinental Gas Pipe Line Corporation	532
X-100	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1384
X-132	Gas Displacement and Exchange Agreement with Michigan Consolidated Gas Company	1592

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

Contract No. 109713

15. Reserved For Future Use.

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

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

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

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

Contract No. 109854
25. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.

Contract No. 112883
26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.

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

Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.

Contract Nos. 107877, 107879

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

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

Reserved For Future Use

Reserved For Future Use

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#107870)

Agreement Effective Date: April 1, 2003
Amendment No. 07 Effective Date: April 1, 2008
Amendment No. 14 Effective Date: April 1, 2013

Date: June 26, 2002

Contract No.: 107870

EXHIBIT B11 TO THE PRECEDENT AGREEMENT

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service (FSS)**

3. **CONTRACT QUANTITIES:**

Contract Quantity- See Exhibit attached hereto.

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

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

Date: June 26, 2002

Contract No.: 107870

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2008

5. **RATES:**

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

B. 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.

C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rates for the Primary Route quantities listed below shall be as follows:

- i. During the period that the Primary Route under Service Agreement No. 107868 is ANRPL Storage to Guardian, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.7904 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are only surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper and similarly situated shippers and are applied on a uniform basis to all

Date: June 26, 2002

Contract No.: 107870

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. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C.i 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 Deliverability and Capacity 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 5.C.i.

- ii. During the period that the Primary Route under Service Agreement No. 107868 is ANRPL Storage to Guardian, the rate in Paragraph 5.C.i. includes the Reservation costs of service provided under Shipper's ETS contract 107868 and NNS contract 107994.
- iii. During the period that the Primary Route under Service Agreement No. 107868 is ANRPL Storage to Group 1, the rate for storage service up to the Maximum Storage Quantity ("MSQ") and Maximum Daily Withdrawal Quantity ("MDWQ") shall be a fixed Deliverability Rate of \$2.3030 per dth per month and a fixed Capacity Rate of \$0.3760 per dth. In addition, Shipper shall be charged applicable Injection and Withdrawal Commodity Rates, ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff. Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Date: June 26, 2002

Contract No.: 107870

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

SHIPPER:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 26, 2002

Contract No.: 107870

NOMINATIONS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Contract No: 107870
Amendment No: 07

AMENDMENT

Date: October 10, 2007

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

FSS Contract No. 107870 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.
- 2) The rate for storage service for Deliverability shall be at Maximum tariff rate per dth, per month for MDWQ, and Capacity shall be at Maximum tariff rate per dth, per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

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

WISCONSIN GAS LLC

"Shipper"


By: 

Title: Peter Newman
Manager - Gas Planning

Date: 10-22-2007

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Agent and Attorney-in-Fact

Date: 10/25/07

~~AB~~ 10-23-07
ls 10-25-07

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107870
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: October 10, 2007

Effective Start: April 01, 2008
Effective End: March 31, 2013

Annual Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	1586686
Base Maximum Daily Withdrawal Quantity (BMDWQ)	31734
Base Maximum Daily Injection Quantity (BMDIQ)	9067
Cyclability	2253094

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	MDWQ/MDIQ
317338	- 1586686	W1 MDWQ_1	31734
238004	- 317337	W2 MDWQ_2	28561
158670	- 238003	W3 MDWQ_3	25387
79335	- 158669	W4 MDWQ_4	22214
0	- 79334	W5 MDWQ_5	19040
0	- 1428017	I1 MDIQ_1	9067
1428018	- 1586686	I2 MDIQ_2	7254

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107870 dated June 26, 2002 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 107870
Amendment No: 14

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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 rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.4500 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.0132 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Shipper 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.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

Contract No: 107870
Amendment No: 14

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

WISCONSIN GAS LLC
"Shipper"

By: *Radu M. Muthuman*
Title: VP Wholesale Energy and Fuels
Date: 9-16-11

ANR PIPELINE COMPANY
"Transporter"

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

JEP
9/12/11

AB 9-20-11
CE 9-22-11

Legal
9/12/11
Date

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107870
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Annual Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	1586700
Base Maximum Daily Withdrawal Quantity (BMDWQ)	31734
Base Maximum Daily Injection Quantity (BMDIQ)	9067
Cyclability	2253114

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>	<u>To</u>		<u>Levels</u>		<u>MDWQ/MDIQ</u>
317341	- 1586700	W1	MDWQ_1		31734
238006	- 317340	W2	MDWQ_2		28561
158671	- 238005	W3	MDWQ_3		25387
79336	- 158670	W4	MDWQ_4		22214
0	- 79335	W5	MDWQ_5		19040
0	- 1428030	I1	MDIQ_1		9067
1428031	- 1586700	I2	MDIQ_2		7254

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107870
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Effective Start: April 01, 2011
Effective End: March 31, 2013

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1586700
Base Maximum Daily Withdrawal Quantity (BMDWQ)	31734
Base Maximum Daily Injection Quantity (BMDIQ)	9067
Cyclability	2253114

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>	<u>To</u>		<u>Levels</u>		<u>MDWQ/MDIQ</u>
317341	- 1586700	W1	MDWQ_1		31734
238006	- 317340	W2	MDWQ_2		28561
158671	- 238005	W3	MDWQ_3		25387
79336	- 158670	W4	MDWQ_4		22214
0	- 79335	W5	MDWQ_5		19040
0	- 1428030	I1	MDIQ_1		9067
1428031	- 1586700	I2	MDIQ_2		7254

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#107871)

Agreement Effective Date: April 1, 2003
Amendment No. 07 Effective Date: April 1, 2008
Amendment No. 14 Effective Date: April 1, 2013

Date: June 26, 2002

Contract No.: 107871

EXHIBIT B12 TO THE PRECEDENT AGREEMENT

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service (FSS)**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- See Exhibit attached hereto.

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

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

Date: June 26, 2002

Contract No.: 107871

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2008

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. 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.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rates for the Primary Route quantities listed below shall be as follows:
 - i. During the period that the Primary Route under Service Agreement No. 107868 is ANRPL Storage to Guardian, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.7117 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are only surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper and

similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C.i 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 Deliverability and Capacity 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 5.C.i.

- ii. During the period that the Primary Route under Service Agreement No. 107868 is ANRPL Storage to Guardian, the rate in this Paragraph 5.C.i. includes the Reservation costs of service provided under Shipper's ETS contract 107868 and NNS contract 107994.
- iii. During the period that the Primary Route under Service Agreement No. 107868 is ANRPL Storage to Group 1, the rate for storage service up to the Maximum Storage Quantity ("MSQ") and Maximum Daily Withdrawal Quantity ("MDWQ") shall be a fixed Deliverability Rate of \$1.9176 per dth per month and a fixed Capacity Rate of \$0.3760 per dth. In addition, Shipper shall be charged applicable Injection and Withdrawal Commodity Rates, ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff. Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Date: June 26, 2002

Contract No.: 107871

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

SHIPPER:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 26, 2002

Contract No.: 107871

NOMINATIONS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN GAS COMPANY
333 WEST EVERETT STREET -A308
MILWAUKEE, WI 53290
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Contract No: 107871
Amendment No: 07

AMENDMENT

Date: October 10, 2007

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

FSS Contract No. 107871 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.
- 2) The rate for storage service for Deliverability shall be at Maximum tariff rate per dth, per month for MDWQ, and Capacity shall be at Maximum tariff rate per dth, per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

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

WISCONSIN GAS LLC
"Shipper"

By: *Peter Newman*
Peter Newman
Title: Manager - Gas Planning
Date: 10-22-2007

ANR PIPELINE COMPANY
"Transporter"

By: *Carol Deane*
Agent and Attorney-in-Fact
Title: Agent and Attorney-in-Fact
Date: 10/25/07

AB 10-23-07
Pa 10-25-07

CONTRACT QUANTITY EXHIBIT
 To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107871
 Rate Schedule: FSS
 Contract Date: June 26, 2002
 Amendment Date: October 10, 2007

Effective Start: April 01, 2008
 Effective End: March 31, 2013

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	495300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	9906
Base Maximum Daily Injection Quantity (BMDIQ)	2830
Cyclability	495300

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
99061	- 495300	W1 MDWQ_1	9906
74296	- 99060	W2 MDWQ_2	8915
49531	- 74295	W3 MDWQ_3	7925
24766	- 49530	W4 MDWQ_4	6934
0	- 24765	W5 MDWQ_5	5944
0	- 445770	I1 MDIQ_1	2830
445771	- 495300	I2 MDIQ_2	2264

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107871 dated June 26, 2002 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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 rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - 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.

Contract No: 107871
Amendment No: 14

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

Legal
JEP
Date

AS 9-20-11
cc 9-21-11

JEP
9/22/11

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107871
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	495300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	9906
Base Maximum Daily Injection Quantity (BMDIQ)	2830
Cyclability	495300

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
99061	- 495300	W1	MDWQ_1 9906
74296	- 99060	W2	MDWQ_2 8915
49531	- 74295	W3	MDWQ_3 7925
24766	- 49530	W4	MDWQ_4 6934
0	- 24765	W5	MDWQ_5 5944
0	- 445770	I1	MDIQ_1 2830
445771	- 495300	I2	MDIQ_2 2264

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107871
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Effective Start: April 01, 2011
Effective End: March 31, 2013

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	495300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	9906
Base Maximum Daily Injection Quantity (BMDIQ)	2830
Cyclability	495300

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>	<u>To</u>		<u>Levels</u>		<u>MDWQ/MDIQ</u>
99061	- 495300	W1	MDWQ_1		9906
74296	- 99060	W2	MDWQ_2		8915
49531	- 74295	W3	MDWQ_3		7925
24766	- 49530	W4	MDWQ_4		6934
0	- 24765	W5	MDWQ_5		5944
0	- 445770	I1	MDIQ_1		2830
445771	- 495300	I2	MDIQ_2		2264

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#107889)

Agreement Effective Date: April 1, 2003
Amendment No. 06 Effective Date: April 1, 2008
Amendment No. 13 Effective Date: April 1, 2013

Date: June 26, 2002

Contract No.: 107889

EXHIBIT B28 TO THE PRECEDENT AGREEMENT

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service (FSS)**

3. **CONTRACT QUANTITIES:**

Contracts Quantity- See Exhibit attached hereto.

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

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

Date: June 26, 2002

Contract No.: 107889

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2008

5. **RATES:**

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

B. 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.

C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rates for the Primary Route quantities listed below shall be as follows:

- i. During the period that the Primary Route under Service Agreement No. 107887 is ANRPL Storage to Guardian, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.7117 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. Governmental Authority Surcharges are only surcharges that are mandated by FERC or by another regulatory body to be recovered from Shipper and

Date: June 26, 2002

Contract No.: 107889

similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party. The ACA surcharge would constitute a Governmental Authority Surcharge that Transporter is entitled to collect. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C.i 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 Deliverability and Capacity 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 5.C.i.

- ii. During the period that the Primary Route under Service Agreement No. 107887 is ANRPL Storage to Guardian, the rate in this Paragraph 5.C.i. includes the Reservation costs of service provided under Shipper's ETS contract 107887 and NNS contract 107996.
- iii. During the period that the Primary Route under Service Agreement No. 107887 is ANRPL Storage to Group 1, the rate for storage service up to the Maximum Storage Quantity ("MSQ") and Maximum Daily Withdrawal Quantity ("MDWQ") shall be a fixed Deliverability Rate of \$1.9176 per dth per month and a fixed Capacity Rate of \$0.3760 per dth. In addition, Shipper shall be charged applicable Injection and Withdrawal Commodity Rates, ACA, Transporter's Use, Dakota, Transition Costs and any other fees or surcharges under Transporter's FERC Gas Tariff. Shipper shall not be responsible for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI.

Date: June 26, 2002

Contract No.: 107889

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
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 53290-0001
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 26, 2002

Contract No.: 107889

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Date: June 26, 2002

Contract No.: 107889

D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

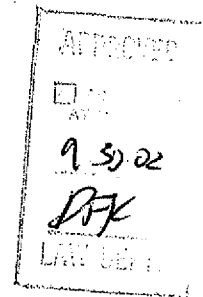
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: Ch Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 10/14/02

2#

Contract No: 107889
Amendment No: 06

AMENDMENT

Date: October 10, 2007

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107889 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.
- 2) The rate for storage service for Deliverability shall be at Maximum tariff rate per dth, per month for MDWQ, and Capacity shall be at Maximum tariff rate per dth, per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: *Peter Newman*
Peter Newman
Title: Manager - Gas Planning
Date: 10-22-2007

ANR PIPELINE COMPANY

"Transporter"

By: *C. Chante*
Title: Agent and Attorney-in-Fact
Date: 10/25/07

10-23-07
ES 10-25-07

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

Contract No: 107889
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: October 10, 2007

Effective Start: April 01, 2008
Effective End: March 31, 2013

Seasonal Service
Ratcheted Service

	MDQ
	(Dth)
Maximum Storage Quantity (MSQ)	265400
Base Maximum Daily Withdrawal Quantity (BMDWQ)	5308
Base Maximum Daily Injection Quantity (BMDIQ)	1517
Cyclability	265400

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>		<u>Levels</u>	
53081	- 265400	W1	MDWQ_1	5308
39811	- 53080	W2	MDWQ_2	4777
26541	- 39810	W3	MDWQ_3	4246
13271	- 26540	W4	MDWQ_4	3716
0	- 13270	W5	MDWQ_5	3185
0	- 238860	I1	MDIQ_1	1517
238861	- 265400	I2	MDIQ_2	1214

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107889 dated June 26, 2002 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 107889
Amendment No: 13

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

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

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMStm. 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 ELECTRIC POWER COMPANY
333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: RICHARD QUICK

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

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 rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Shipper 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.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

Contract No: 107889
Amendment No: 13

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*
Title: Joseph E. Pollard
Director, - Commercial Services
Date: 9/12/11

AB 9-20-11
ee 9-21-11

Legal
DRB
9/12/11
Date

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

Contract No: 107889
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 19, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	265400
Base Maximum Daily Withdrawal Quantity (BMDWQ)	5308
Base Maximum Daily Injection Quantity (BMDIQ)	1517
Cyclability	265400

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
53081	- 265400	W1 MDWQ_1	5308
39811	- 53080	W2 MDWQ_2	4777
26541	- 39810	W3 MDWQ_3	4246
13271	- 26540	W4 MDWQ_4	3716
0	- 13270	W5 MDWQ_5	3185
0	- 238860	I1 MDIQ_1	1517
238861	- 265400	I2 MDIQ_2	1214

W=Withdrawal ;I=Injection

CONTRACT QUANTITY EXHIBIT

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

Contract No: 107889
 Rate Schedule: FSS
 Contract Date: June 26, 2002
 Amendment Date: July 19, 2011

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
 Effective Start: April 01, 2011
 Effective End: March 31, 2013

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	265400
Base Maximum Daily Withdrawal Quantity (BMDWQ)	5308
Base Maximum Daily Injection Quantity (BMDIQ)	1517
Cyclability	265400

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
53081	- 265400	W1 MDWQ_1	5308
39811	- 53080	W2 MDWQ_2	4777
26541	- 39810	W3 MDWQ_3	4246
13271	- 26540	W4 MDWQ_4	3716
0	- 13270	W5 MDWQ_5	3185
0	- 238860	I1 MDIQ_1	1517
238861	- 265400	I2 MDIQ_2	1214

W=Withdrawal ;I=Injection

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#107897)

Agreement Effective Date: November 1, 2003
Amendment No. 06 Effective Date: November 1, 2010
Amendment No. 08 Effective Date: November 1, 2011
Amendment No. 09 Effective Date: April 1, 2013

Date: June 27, 2002

Contract No.: 107897

EXHIBIT B24 TO THE PRECEDENT AGREEMENT

ETS SERVICE AGREEMENT

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

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

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

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

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.

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

Date: June 27, 2002

Contract No.: 107897

4. **TERM OF AGREEMENT:**

November 01, 2003 to

March 31, 2010

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. 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.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. 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. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C 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 5.C.

- D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes its Primary Receipt Point to a point in the original contract path; (ii) Shipper changes the Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company, or (iii) Shipper changes the Primary Delivery Point to Farwell. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.
- E. 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 5.C. 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 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.
- F. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5.C, 5.D, or 5.E, 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.

Date: June 27, 2002

Contract No.: 107897

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
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 53290-0001
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 27, 2002

Contract No.: 107897

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
GAS ACQUISITION DEPT.
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Primary Route Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Date: June 27, 2002

Contract No.: 107897

D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

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: CP Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02

APPROVED
DATE
9.30.02
DFK
LAW DEPT.

TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Holland

Title: Agent and Attorney-in-Fact

Date: 10/14/02

Contract No: 107897
Amendment No: 06

AMENDMENT

Date: April 15, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107897 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2010 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013.
- 2) Shipper and Transporter have agreed to increase the MDQ from 44,820 to 61,296 . An updated Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY

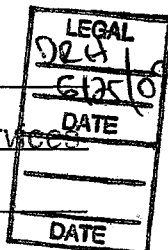
"Shipper"

By: *Peter Newman*
Peter Newman
Title: Manager - Gas Supply
Date: 6-22-2009

ANR PIPELINE COMPANY

"Transporter"

By: *Joseph E. Pollard*
Title: Director, -Transportation Services
Date: 6/30/09



Contract No: 107897
Amendment No: 08

AMENDMENT

Date: June 23, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107897 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

Shipper and Transporter have agreed to increase the MDQ from 61,021 to 61,909. An updated Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: 
Scott C. Moschea

Title: Manager Gas Supply

Date: 7-26-11

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, - Commercial Services

Date: 8/2/11

AB 7-27-11
CE 8-2-11
DAB 8-3-11

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

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	61909	0
139256 WISC EPC-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	61909	0
139256 WISC EPC-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	61021	0
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	61296	0
139256 WISC EPC-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	69720	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0

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

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	84510	0
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	84660	0
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: October 31, 2005	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: October 31, 2004	0	99600	0

Contract No: 107897
Amendment No: 09

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107897 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 107897
Amendment No: 09

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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

Contract No: 107897
Amendment No: 09

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

- 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 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.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

Contract No: 107897
Amendment No: 09

- F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to i) any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas L.L.C. in the state of Wisconsin; or ii) to Farwell. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.
- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: *Charles Matthews*

Title: VP, Wholesale Energy and Fuels

Date: 9-16-11

ANR PIPELINE COMPANY

"Transporter"

By: *Joseph E. Pollard*

Title: Director, - Commercial Services

Date: 9/22/11

Legal
D. B. S.
9/12/11
Date

AB 9-20-11
CC 9-21-11

JEP
9/12/11

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

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0

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

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	61909	0
139256 WISC EPC-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	61909	0
139256 WISC EPC-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	0

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

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	61021	0
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	61296	0
139256 WISC EPC-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	69720	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	84510	0
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	84660	0
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	0

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

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: October 31, 2005	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: October 31, 2004	0	99600	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#107898)

Agreement Effective Date: November 1, 2003
Amendment No. 08 Effective Date: November 1, 2010
Amendment No. 10 Effective Date: November 1, 2011
Amendment No. 11 Effective Date: April 1, 2013

Date: June 27, 2002

Contract No.: 107898

EXHIBIT B25 TO THE PRECEDENT AGREEMENT

ETS SERVICE AGREEMENT

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

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

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

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

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.

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

Date: June 27, 2002

Contract No.: 107898

4. **TERM OF AGREEMENT:**

November 01, 2003 to

March 31, 2010

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. 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.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. 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. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C 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 5.C.

- D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes its Primary Receipt Point to a point in the original contract path, (ii) Shipper changes the Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company, or (iii) Shipper changes the Primary Delivery Point to Farwell . Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.
- E. 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 5.C. 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 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.
- F. Except as otherwise provided herein, the mutually agreed upon rate for the use of any point not addressed in Section 5.C, 5.D, or 5.E, 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.

Date: June 27, 2002

Contract No.: 107898

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

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
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 53290-0001
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

Date: June 27, 2002

Contract No.: 107898

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS
Telephone: 414-221-5358
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Primary Route Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.
- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.

Date: June 27, 2002

Contract No.: 107898

D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

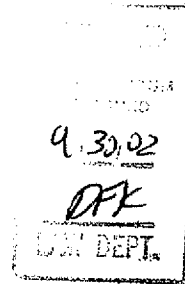
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: CK Cole

Title: Sr. VP - Distribution Operations

Date: 10/01/02



TRANSPORTER: ANR PIPELINE COMPANY

By: Joseph E. Pollard

Title: Agent and Attorney-in-Fact

Date: 10/14/02

LH

Contract No: 107898
Amendment No: 08

AMENDMENT

Date: April 15, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY


ETS Contract No. 107898 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2010 as follows:

Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY

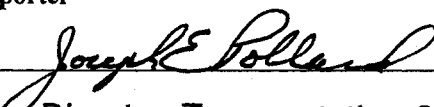
"Shipper"



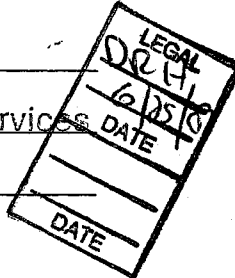
Peter Newman
Title: Manager - Gas Supply
Date: 6-22-2009

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, -Transportation Services
Date: 6/30/09



Contract No: 107898
Amendment No: 10

AMENDMENT

Date: June 23, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107898 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2011 as follows:

Shipper and Transporter have agreed to decrease the MDQ from 6,425 to 5,537. An updated Primary Route Exhibit reflecting this change is attached.

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

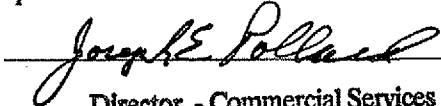
WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: 
Scott C. Moschea

Title: Manager Gas Supply


Date: 7/26/11

ANR PIPELINE COMPANY
"Transporter"

By: 

Title: Director, - Commercial Services

Date: 7/27/11

 7-27-11
DREB 8-3-11

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

Contract No: 107898
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: March 31, 2013	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: March 31, 2012	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: March 31, 2011	0	6425	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: March 31, 2010	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: March 31, 2009	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	0

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

Contract No: 107898
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: June 23, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: March 31, 2008	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: March 31, 2007	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: March 31, 2006	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: March 31, 2005	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	11616 FARWELL (DELIVERY) TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: March 31, 2004	0	6000	0

Contract No: 107898
Amendment No: 11

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107898 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

- 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 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.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

- F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary 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. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.
- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

Legal
DRG
9/18/11
Date

AS 9-20-11
cc 9-21-11

JEP
9/12/11

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

Contract No: 107898
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	11616 FARWELL (DELIVERY) TO: March 31, 2021	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	11616 FARWELL (DELIVERY) TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	11616 FARWELL (DELIVERY) TO: March 31, 2020	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	11616 FARWELL (DELIVERY) TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	11616 FARWELL (DELIVERY) TO: March 31, 2019	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	11616 FARWELL (DELIVERY) TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	11616 FARWELL (DELIVERY) TO: March 31, 2018	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	11616 FARWELL (DELIVERY) TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	11616 FARWELL (DELIVERY) TO: March 31, 2017	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	11616 FARWELL (DELIVERY) TO: October 31, 2016	0	0	0

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

Contract No: 107898
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	11616 FARWELL (DELIVERY) TO: March 31, 2016	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	11616 FARWELL (DELIVERY) TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	11616 FARWELL (DELIVERY) TO: March 31, 2015	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	11616 FARWELL (DELIVERY) TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	11616 FARWELL (DELIVERY) TO: March 31, 2014	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	11616 FARWELL (DELIVERY) TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: March 31, 2013	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: March 31, 2012	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	0

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

Contract No: 107898
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: March 31, 2011	0	6425	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: March 31, 2010	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: March 31, 2009	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: March 31, 2008	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: March 31, 2007	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	0

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

Contract No: 107898
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: March 31, 2006	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: March 31, 2005	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	11616 FARWELL (DELIVERY) TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: March 31, 2004	0	6000	0

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#107900)

Agreement Effective Date: April 1, 2003
Amendment No. 15 Effective Date: April 1, 2010
Amendment No. 19 Effective Date: April 1, 2013

Date: June 26, 2002

Contract No.: 107900

EXHIBIT B29 TO THE PRECEDENT AGREEMENT

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable.

2. **RATE SCHEDULE: Firm Storage Service (FSS)**

3. **CONTRACT QUANTITIES:**

Contract Quantity- See Exhibit attached hereto.

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

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

Date: June 26, 2002

Contract No.: 107900

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2010

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. 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.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, for the quantities as listed in the attached Contract Quantity Exhibit during the primary term hereof, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.8220 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. 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. Because collection is not mandated by the FERC, the GRI

Date: June 26, 2002

Contract No.: 107900

surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C 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 Deliverability and Capacity 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 5.C.

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

Date: June 26, 2002

Contract No.: 107900

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
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 53290-0001
Attention: BOB PLATTETER
Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might

Date: June 26, 2002

Contract No.: 107900

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.

- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

Date: June 26, 2002

Contract No.: 107900

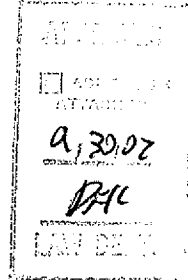
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: *Ch. Cole*

Title: Sr. VP - Distribution Operations

Date: 10/01/02



TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollack*

Title: Agent and Attorney-in-Fact

Date: 10/14/02

LH

AMENDMENT

Date: April 16, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107900 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2010 as follows:

- 1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013.
- 2) Shipper and Transporter have agreed to reduce the days of service from 50 to 36 by decreasing the MSQ from 2,743,250 to 1,992,867 and, reducing the MDIQ from 15,676 to 11,388. The MDWQ will be 54,866. An updated Contract Quantity Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: *Peter Newman*
Peter Newman
Title: Manager - Gas Supply
Date: 6-22-2009

ANR PIPELINE COMPANY

"Transporter"

By: *Joseph E. Pollard*
Title: Director, -Transportation Services
Date: 6/30/09



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

Contract No: 107900
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: April 16, 2009

Effective Start: April 01, 2010
Effective End: March 31, 2013

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1992867
Base Maximum Daily Withdrawal Quantity (BMDWQ)	54866
Base Maximum Daily Injection Quantity (BMDIQ)	11388
Cyclability	3447424

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
398574	- 1992867	W1	MDWQ_1	54866
298931	- 398573	W2	MDWQ_2	49379
199288	- 298930	W3	MDWQ_3	43893
99644	- 199287	W4	MDWQ_4	38406
0	- 99643	W5	MDWQ_5	32920
0	- 1793580	I1	MDIQ_1	11388
1793581	- 1992867	I2	MDIQ_2	9110

W=Withdrawal ;I=Injection

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107900 dated June 26, 2002 (“Agreement”) between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

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 GEMStm. 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 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

Contract No: 107900
Amendment No: 19

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.4500 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.2419 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Shipper 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.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.

Contract No: 107900
Amendment No: 19

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: Allen S. Sweda
Title: Executive Vice President
Date: Sep 16, 2011

ANR PIPELINE COMPANY
"Transporter"

By: ~~Joseph Rolland~~
Title: Director, - Commercial Services
Date: 9/22/11

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

Legal
9/12/11
Date

JSP
9/12/11

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

Contract No: 107900
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1997879
Base Maximum Daily Withdrawal Quantity (BMDWQ)	55004
Base Maximum Daily Injection Quantity (BMDIQ)	11417
Cyclability	3456184

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>		<u>MDWQ/MDIQ</u>
399577	- 1997879	W1	MDWQ_1	55004
299683	- 399576	W2	MDWQ_2	49504
199789	- 299682	W3	MDWQ_3	44003
99895	- 199788	W4	MDWQ_4	38503
0	- 99894	W5	MDWQ_5	33002
0	- 1798091	I1	MDIQ_1	11417
1798092	- 1997879	I2	MDIQ_2	9134

W=Withdrawal ;I=Injection

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

Contract No: 107900
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: July 22, 2011

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Effective Start: April 01, 2011
Effective End: March 31, 2013

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1997879
Base Maximum Daily Withdrawal Quantity (BMDWQ)	55004
Base Maximum Daily Injection Quantity (BMDIQ)	11417
Cyclability	3456184

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
399577	- 1997879	W1 MDWQ_1	55004
299683	- 399576	W2 MDWQ_2	49504
199789	- 299682	W3 MDWQ_3	44003
99895	- 199788	W4 MDWQ_4	38503
0	- 99894	W5 MDWQ_5	33002
0	- 1798091	I1 MDIQ_1	11417
1798092	- 1997879	I2 MDIQ_2	9134

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#107901)

Agreement Effective Date: April 1, 2003
Amendment No. 09 Effective Date: April 1, 2008
Amendment No. 15 Effective Date: April 1, 2010
Amendment No. 19 Effective Date: April 1, 2013

Date: June 26, 2002

Contract No.: 107901

EXHIBIT B30 TO THE PRECEDENT AGREEMENT

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable

2. **RATE SCHEDULE: Firm Storage Service (FSS)**

3. **CONTRACT QUANTITIES:**

Contract Quantity- See Exhibit attached hereto.

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

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

Date: June 26, 2002

Contract No.: 107901

4. **TERM OF AGREEMENT:**

April 01, 2003 to

March 31, 2010

5. **RATES:**

- A. Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.
- B. 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.
- C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, for the quantities as listed in the attached Contract Quantity Exhibit during the primary term hereof, the monthly rate for storage service shall be a combined fixed Deliverability and Capacity rate of \$0.7401 per dth of MSQ divided by twelve. In addition, Shipper will be charged a fixed Commodity Rate of \$.0126 per dth for injection or withdrawal charges. This rate 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. 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. Because collection is not mandated by the FERC, the GRI

Date: June 26, 2002

Contract No.: 107901

surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C 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 Deliverability and Capacity 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 5.C.

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

Date: June 26, 2002

Contract No.: 107901

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
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 53290-0001
Attention: BOB PLATTERER
Telephone: 414-221-2895
Fax: 414-221-5351

NOMINATIONS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: JAMES VOSS
Telephone: 414-221-5349
Fax: 414-221-5352

ALL OTHER MATTERS:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53290-0001
Attention: RICHARD QUICK
Telephone: 414-221-5345
Fax: 414-221-5351

8. FURTHER AGREEMENT:

- A. As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR's FERC Gas Tariff, regardless of whether Shipper might

Date: June 26, 2002

Contract No.: 107901

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.

- B. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- C. Transporter may, at its sole discretion, file this Agreement with FERC if such filing is required by applicable FERC regulations, in which event the Agreement shall be subject to FERC approval.
- D. Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

Date: June 26, 2002

Contract No.: 107901

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: *CP Cole*

Title: Sr. VP - Distribution Operations

Date: 10/01/02

APPROVED
CLASSIFIED
9 30 02
DFK
LAST COPY

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E Pollard*

Title: Agent and Attorney-in-Fact

Date: 10/14/02

LH

Contract No: 107901
Amendment No: 09

AMENDMENT

Date: March 17, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107901 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

- 1) For the period April 1, 2008 to March 31, 2009, Shipper and Transporter have agreed to reduce to the MSQ from 917,350 to 366,940 by reducing the days of service from 50 to 20.

For the period April 1, 2009 to March 31, 2010, Shipper and Transporter have agreed to reduce to the MSQ from 730,550 to 292,220 by reducing the days of service from 50 to 20.

For the period April 1, 2010 to March 31, 2012, Shipper and Transporter have agreed to reduce to the MSQ from 605,950 to 242,380 by reducing the days of service from 50 to 20. An updated Contract Quantity Exhibit reflecting these changes is attached.

- 2) For the period April 1, 2008 to March 31, 2009, the rate for storage service shall be a Fixed Deliverability rate of \$1.9700 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.3661 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

For the period April 1, 2009 to March 31, 2010, the rate for storage service shall be a Fixed Deliverability rate of \$2.0100 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.3817 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

For the period April 1, 2010 to March 31, 2012, the rate for storage service shall be a Fixed Deliverability rate of \$2.0400 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.

Contract No: 107901
Amendment No: 09

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: *Peter Newman*
Peter Newman
Title: Manager - Gas Supply
Date: 3-19-08

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*
Title: Director, -Transportation Services
Date: 3/20/08

AS 3-19-08
ls 3-20-08

Contract No: 107901
Amendment No: 15

AMENDMENT

Date: April 16, 2009

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107901 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2010 as follows:

Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Contract Quantity Exhibit reflecting this change is attached.

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

WISCONSIN ELECTRIC POWER COMPANY

"Shipper"

By: Peter Newman

Peter Newman
Title: Manager - Gas Supply

Date: 6-22-2009

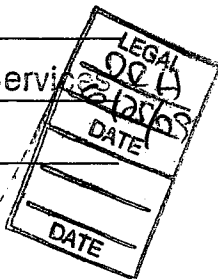
ANR PIPELINE COMPANY

"Transporter"

By: Joseph E. Pollack

Title: Director, -Transportation Services

Date: 6/30/09



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

Contract No: 107901
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: April 16, 2009

Effective Start: April 01, 2010
Effective End: March 31, 2013

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	346860
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17343
Base Maximum Daily Injection Quantity (BMDIQ)	1982
Cyclability	346860

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>	-	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>	
69373	-	346860	W1	MDWQ_1	17343
52030	-	69372	W2	MDWQ_2	15609
34687	-	52029	W3	MDWQ_3	13874
17344	-	34686	W4	MDWQ_4	12140
0	-	17343	W5	MDWQ_5	10406
0	-	312174	I1	MDIQ_1	1982
312175	-	346860	I2	MDIQ_2	1586

W=Withdrawal ;I=Injection

Contract No: 107901
Amendment No: 19

AMENDMENT

Date: August 19, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107901 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities ("MRP Facilities"), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission ("FERC") in Docket No. RP10-517 ("Settlement Agreement"), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
 - B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
 - C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter's FERC Gas Tariff.
- 2) Shipper and Transporter have agreed to replace Section 5. **RATES** in its entirety with the following:

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

Contract No: 107901
Amendment No: 19

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_m. 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 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 rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.6492 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - 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.

Contract No: 107901
Amendment No: 19

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

AS 9-20-11
cc 9-21-11
Legal
9/12/11
Date
JEP
9/12/11

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

Contract No: 107901
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: August 19, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	347740
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17387
Base Maximum Daily Injection Quantity (BMDIQ)	1987
Cyclability	347740

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>		<u>To</u>		<u>Levels</u>	<u>MDWQ/MDIQ</u>
69549	-	347740	W1	MDWQ_1	17387
52162	-	69548	W2	MDWQ_2	15648
34775	-	52161	W3	MDWQ_3	13910
17388	-	34774	W4	MDWQ_4	12171
0	-	17387	W5	MDWQ_5	10432
0	-	312966	I1	MDIQ_1	1987
312967	-	347740	I2	MDIQ_2	1590

W=Withdrawal ;I=Injection

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

Contract No: 107901
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: August 19, 2011

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Effective Start: April 01, 2011
Effective End: March 31, 2013

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	347740
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17387
Base Maximum Daily Injection Quantity (BMDIQ)	1987
Cyclability	347740

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>		<u>To</u>		<u>Levels</u>	<u>MDWQ/MDIQ</u>
69549	-	347740	W1	MDWQ_1	17387
52162	-	69548	W2	MDWQ_2	15648
34775	-	52161	W3	MDWQ_3	13910
17388	-	34774	W4	MDWQ_4	12171
0	-	17387	W5	MDWQ_5	10432
0	-	312966	I1	MDIQ_1	1987
312967	-	347740	I2	MDIQ_2	1590

W=Withdrawal ;I=Injection

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#113710)

Agreement Effective Date: November 1, 2008
Amendment No. 01 Effective Date: April 1, 2013

Date: October 31, 2007

Contract No.: 113710

ETS SERVICE AGREEMENT

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

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

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

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

284G

2. **RATE SCHEDULE: 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.

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

Shipper elects changes per subpart (a) only.

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

Date: October 31, 2007

Contract No.: 113710

4. **TERM OF AGREEMENT:**

November 01, 2008 to March 31, 2009
November 01, 2009 to March 31, 2010
November 01, 2010 to March 31, 2011
November 01, 2011 to March 31, 2012
November 01, 2012 to March 31, 2013

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

Date: October 31, 2007

Contract No.: 113710

TRANSPORTER:

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

SHIPPER:

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

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

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. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- B. Shipper has elected that flow will be taken at a 1/24 rate.

Date: October 31, 2007

Contract No.: 113710

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*
Manager - Gas Planning

Date: 11-6-2007

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*

Title: Agent and Attorney-in-Fact

Date: 11/14/07

*RD 11/7/07
ED 11/14/07*

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

Contract No: 113710
Rate Schedule: ETS
Contract Date: October 31, 2007
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	698974 CLOW ONSYSTEM DEL TO: March 31, 2013	0	48081	0
No Service FROM: April 01, 2012 TO: October 31, 2012				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	698974 CLOW ONSYSTEM DEL TO: March 31, 2012	0	48081	0
No Service FROM: April 01, 2011 TO: October 31, 2011				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	698974 CLOW ONSYSTEM DEL TO: March 31, 2011	0	48081	0
No Service FROM: April 01, 2010 TO: October 31, 2010				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	698974 CLOW ONSYSTEM DEL TO: March 31, 2010	0	48081	0
No Service FROM: April 01, 2009 TO: October 31, 2009				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	698974 CLOW ONSYSTEM DEL TO: March 31, 2009	0	48081	0

Contract No: 113710
Amendment No: 01

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 113710 dated October 31, 2007 ("Agreement") between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 113710
Amendment No: 01

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

- 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 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.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. Shipper has elected that flow will be taken at a 1/24 rate.
- F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary 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. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 113710
Amendment No: 01

G. Effective on the date that the primary receipt point on Contract No. 108014 is moved from Transporter's Marshfield/Viking Int (28873) receipt point to Will County (246067) receipt point, the primary delivery point on this Agreement will be moved to Guardian Cedar (338685). Thereafter, Transporter will deliver the scheduled quantities under this Agreement during the Winter period for the term of this Agreement at the pressure levels required by Guardian Pipeline L.L.C. ("Guardian"), up to a maximum of 725 psig, when necessary to effect delivery of scheduled quantities into Guardian's pipeline system at the ANR/Guardian Cedar interconnection.

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
Legal
DRS
9/12/11
Date

AS 9-20-11
cc 9-21-11.

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

Contract No: 113710
Rate Schedule: ETS
Contract Date: October 31, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	338685 GUARDIAN CEDAR DEL TO: March 31, 2021	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	338685 GUARDIAN CEDAR DEL TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	338685 GUARDIAN CEDAR DEL TO: March 31, 2020	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	338685 GUARDIAN CEDAR DEL TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	338685 GUARDIAN CEDAR DEL TO: March 31, 2019	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	338685 GUARDIAN CEDAR DEL TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	338685 GUARDIAN CEDAR DEL TO: March 31, 2018	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	338685 GUARDIAN CEDAR DEL TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	338685 GUARDIAN CEDAR DEL TO: March 31, 2017	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	338685 GUARDIAN CEDAR DEL TO: October 31, 2016	0	0	0

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

Contract No: 113710
Rate Schedule: ETS
Contract Date: October 31, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	338685 GUARDIAN CEDAR DEL TO: March 31, 2016	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	338685 GUARDIAN CEDAR DEL TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	338685 GUARDIAN CEDAR DEL TO: March 31, 2015	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	338685 GUARDIAN CEDAR DEL TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	338685 GUARDIAN CEDAR DEL TO: March 31, 2014	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	698974 CLOW ONSYSTEM DEL TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	698974 CLOW ONSYSTEM DEL TO: March 31, 2013	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	698974 CLOW ONSYSTEM DEL TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	698974 CLOW ONSYSTEM DEL TO: March 31, 2012	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	698974 CLOW ONSYSTEM DEL TO: October 31, 2011	0	0	0

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

Contract No: 113710
Rate Schedule: ETS
Contract Date: October 31, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	698974 CLOW ONSYSTEM DEL TO: March 31, 2011	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	698974 CLOW ONSYSTEM DEL TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	698974 CLOW ONSYSTEM DEL TO: March 31, 2010	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	698974 CLOW ONSYSTEM DEL TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	698974 CLOW ONSYSTEM DEL TO: March 31, 2009	0	48081	0

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Gas LLC
(#113715)

Agreement Effective Date: April 1, 2008
Amendment No. 06 Effective Date: April 1, 2013

Date: October 10, 2007

Contract No.: 113715

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable.

2. **RATE SCHEDULE:** Firm Storage Service

3. **CONTRACT QUANTITIES:**

Contracts Quantity- See Exhibit attached hereto.

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

Date: October 10, 2007

Contract No.: 113715

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

Shipper elects changes per subpart (a) only.

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

4. **TERM OF AGREEMENT:**

April 01, 2008 to

March 31, 2013

5. **RATES:**

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

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, 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.

Date: October 10, 2007

Contract No.: 113715

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

SHIPPER:

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

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

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

Date: October 10, 2007

Contract No.: 113715

8. FURTHER AGREEMENT:

None.

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*
Peter Newman
Title: Manager - Gas Planning
Date: 10-22-2007

TRANSPORTER: ANR PIPELINE COMPANY

By: *Cal Clark*
Title: Agent and Attorney-in-Fact
Date: 10/25/07

AS 10-23-07
ES 10-25-07

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 113715
Rate Schedule: FSS
Contract Date: October 10, 2007
Amendment Date:

Effective Start: April 01, 2008
Effective End: March 31, 2013

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	341950
Base Maximum Daily Withdrawal Quantity (BMDWQ)	6839
Base Maximum Daily Injection Quantity (BMDIQ)	1954
Cyclability	341950

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>	
68391	- 341950	W1	MDWQ_1	6839
51294	- 68390	W2	MDWQ_2	6155
34196	- 51293	W3	MDWQ_3	5471
17099	- 34195	W4	MDWQ_4	4787
0	- 17098	W5	MDWQ_5	4103
0	- 307755	I1	MDIQ_1	1954
307756	- 341950	I2	MDIQ_2	1563

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 113715 dated October 10, 2007 ("Agreement") between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 113715
Amendment No: 06

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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

Contract No: 113715
Amendment No: 06

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

Contract No: 113715
Amendment No: 06

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

AS 9-20-11
ll 9-22-11
Legal
9/12/11
Date

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 113715
Rate Schedule: FSS
Contract Date: October 10, 2007
Amendment Date: July 22, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	341950
Base Maximum Daily Withdrawal Quantity (BMDWQ)	6839
Base Maximum Daily Injection Quantity (BMDIQ)	1954
Cyclability	341950

<u>Ratchet</u> <u>Thresholds</u>		<u>Ratchet</u>	<u>Ratchet</u>
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
68391	- 341950	W1 MDWQ_1	6839
51294	- 68390	W2 MDWQ_2	6155
34196	- 51293	W3 MDWQ_3	5471
17099	- 34195	W4 MDWQ_4	4787
0	- 17098	W5 MDWQ_5	4103
0	- 307755	I1 MDIQ_1	1954
307756	- 341950	I2 MDIQ_2	1563

W=Withdrawal ;I=Injection.

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 113715
Rate Schedule: FSS
Contract Date: October 10, 2007
Amendment Date: July 22, 2011

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Effective Start: April 01, 2011
Effective End: March 31, 2013

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	341950
Base Maximum Daily Withdrawal Quantity (BMDWQ)	6839
Base Maximum Daily Injection Quantity (BMDIQ)	1954
Cyclability	341950

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>	<u>To</u>		<u>Levels</u>		<u>MDWQ/MDIQ</u>
68391	- 341950	W1	MDWQ_1		6839
51294	- 68390	W2	MDWQ_2		6155
34196	- 51293	W3	MDWQ_3		5471
17099	- 34195	W4	MDWQ_4		4787
0	- 17098	W5	MDWQ_5		4103
0	- 307755	I1	MDIQ_1		1954
307756	- 341950	I2	MDIQ_2		1563

W=Withdrawal ;I=Injection

Firm Storage Service Agreement
Rate Schedule FSS

Wisconsin Electric Power Company
(#113729)

Agreement Effective Date: April 1, 2008
Amendment No. 07 Effective Date: April 1, 2013

Date: October 10, 2007

Contract No.: 113729

FSS SERVICE AGREEMENT

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

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

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

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

Not Applicable.

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

Contracts Quantity- See Exhibit attached hereto.

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

Date: October 10, 2007

Contract No.: 113729

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

Shipper elects changes per subpart (a) only.

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

4. **TERM OF AGREEMENT:**

April 01, 2008 to

March 31, 2013

5. **RATES:**

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

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, 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.

Date: October 10, 2007

Contract No.: 113729

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

TRANSPORTER:

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

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
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: BOB PLATTETER

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

Date: October 10, 2007

Contract No.: 113729

8. FURTHER AGREEMENT:

None.

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*
Peter Newman
Title: *MR* Manager - Gas Planning
Date: 10-22-2007

TRANSPORTER: ANR PIPELINE COMPANY

By: *Cal Quante*
Title: Agent and Attorney-in-Fact
Date: 10/25/07

AB 10-23-07
Es 10-25-07

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

Contract No: 113729
 Rate Schedule: FSS
 Contract Date: October 10, 2007
 Amendment Date:

Effective Start: April 01, 2008
 Effective End: March 31, 2013

Seasonal Service
 Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	186900
Base Maximum Daily Withdrawal Quantity (BMDWQ)	3738
Base Maximum Daily Injection Quantity (BMDIQ)	1068
Cyclability	186900

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
37381	- 186900	W1 MDWQ_1	3738
28036	- 37380	W2 MDWQ_2	3364
18691	- 28035	W3 MDWQ_3	2990
9346	- 18690	W4 MDWQ_4	2617
0	- 9345	W5 MDWQ_5	2243
0	- 168210	I1 MDIQ_1	1068
168211	- 186900	I2 MDIQ_2	854

W=Withdrawal ;I=Injection

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 113729 dated October 10, 2007 ("Agreement") between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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 rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
 - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

By: *Joseph E. Pollard*
Title: Director, - Commercial Services
Date: 9/30/11

J. Pollard
Legal
09/16/11
Date

AB 9-20-11
CC 9-21-11 3

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

Contract No: 113729
Rate Schedule: FSS
Contract Date: October 10, 2007
Amendment Date: July 22, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	186900
Base Maximum Daily Withdrawal Quantity (BMDWQ)	3738
Base Maximum Daily Injection Quantity (BMDIQ)	1069
Cyclability	186900

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
37381	- 186900	W1	MDWQ_1	3738
28036	- 37380	W2	MDWQ_2	3364
18691	- 28035	W3	MDWQ_3	2990
9346	- 18690	W4	MDWQ_4	2617
0	- 9345	W5	MDWQ_5	2243
0	- 168210	I1	MDIQ_1	1069
168211	- 186900	I2	MDIQ_2	855

W=Withdrawal ;I=Injection

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

Contract No: 113729
Rate Schedule: FSS
Contract Date: October 10, 2007
Amendment Date: July 22, 2011

Note: BMDWQ and BMDIQ are stated without incorporating ratchets.
Effective Start: April 01, 2011
Effective End: March 31, 2013

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	186900
Base Maximum Daily Withdrawal Quantity (BMDWQ)	3738
Base Maximum Daily Injection Quantity (BMDIQ)	1069
Cyclability	186900

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
37381	- 186900	W1 MDWQ_1	3738
28036	- 37380	W2 MDWQ_2	3364
18691	- 28035	W3 MDWQ_3	2990
9346	- 18690	W4 MDWQ_4	2617
0	- 9345	W5 MDWQ_5	2243
0	- 168210	I1 MDIQ_1	1069
168211	- 186900	I2 MDIQ_2	855

W=Withdrawal ;I=Injection

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Electric Power Company
(#114091)

Agreement Effective Date: November 1, 2008
Amendment No. 01 Effective Date: April 1, 2013

Date: November 01, 2007

Contract No.: 114091

ETS SERVICE AGREEMENT

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

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

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's 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.

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

Shipper elects changes per subpart (a) only.

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

Date: November 01, 2007

Contract No.: 114091

4. **TERM OF AGREEMENT:**

November 01, 2008 to March 31, 2009
November 01, 2009 to March 31, 2010
November 01, 2010 to March 31, 2011
November 01, 2011 to March 31, 2012
November 01, 2012 to March 31, 2013

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

Date: November 01, 2007

Contract No.: 114091

TRANSPORTER:

ANR PIPELINE COMPANY
717 TEXAS ST, SUITE 2500
HOUSTON, TX 77002
Attention: TRANSPORTATION 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
333 W. EVERETT STREET - A308
MILWAUKEE, WI 53203
Attention: BOB PLATTETER

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

8. FURTHER AGREEMENT:

- A. Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.
- B. Shipper has elected that flow will be taken at a 1/24 rate.

Date: November 01, 2007

Contract No.: 114091

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: *Pete Newman*
Title: *meb* Peter Newman
Manager - Gas Planning
Date: 11-6-2007

TRANSPORTER: ANR PIPELINE COMPANY

By: *Joseph E. Pollard*
Title: Agent and Attorney-in-Fact
Date: 11/14/07

*XO 11/7/07
ES 11/14/07.*

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

Contract No: 114091
Rate Schedule: ETS
Contract Date: November 01, 2007
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	698974 CLOW ONSYSTEM DEL TO: March 31, 2013	0	8972	0
No Service FROM: April 01, 2012 TO: October 31, 2012				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	698974 CLOW ONSYSTEM DEL TO: March 31, 2012	0	8972	0
No Service FROM: April 01, 2011 TO: October 31, 2011				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	698974 CLOW ONSYSTEM DEL TO: March 31, 2011	0	8972	0
No Service FROM: April 01, 2010 TO: October 31, 2010				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	698974 CLOW ONSYSTEM DEL TO: March 31, 2010	0	8972	0
No Service FROM: April 01, 2009 TO: October 31, 2009				
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	698974 CLOW ONSYSTEM DEL TO: March 31, 2009	0	8972	0

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 114091 dated November 1, 2007 ("Agreement") between Transporter and Shipper is amended effective April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

- A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.
- B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.
- C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 114091
Amendment No: 01

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

- 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 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.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.
- E. Shipper has elected that flow will be taken at a 1/24 rate.
- F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 8.A. of this Agreement provided Shipper is awarded its requested changed Primary 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. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 114091
Amendment No: 01

- G. Effective on the date that the primary receipt point on Contract No. 107896 is moved from Transporter's Marshfield/Viking Int (28873) receipt point to Will County (246067) receipt point, the primary delivery point on this Agreement will be moved to Guardian Cedar (338685). Thereafter, Transporter will deliver the scheduled quantities under this Agreement during the Winter period for the term of this Agreement at the pressure levels required by Guardian Pipeline L.L.C. ("Guardian"), up to a maximum of 725 psig, when necessary to effect delivery of scheduled quantities into Guardian's pipeline system at the ANR/Guardian Cedar interconnection.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

AB 9-20-11
209-21-11

JEP
9/12/11
Legal
9/12/11
Date

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

Contract No: 114091
Rate Schedule: ETS
Contract Date: November 01, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	338685 GUARDIAN CEDAR DEL TO: March 31, 2021	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	338685 GUARDIAN CEDAR DEL TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	338685 GUARDIAN CEDAR DEL TO: March 31, 2020	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	338685 GUARDIAN CEDAR DEL TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	338685 GUARDIAN CEDAR DEL TO: March 31, 2019	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	338685 GUARDIAN CEDAR DEL TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	338685 GUARDIAN CEDAR DEL TO: March 31, 2018	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	338685 GUARDIAN CEDAR DEL TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	338685 GUARDIAN CEDAR DEL TO: March 31, 2017	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	338685 GUARDIAN CEDAR DEL TO: October 31, 2016	0	0	0

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

Contract No: 114091
Rate Schedule: ETS
Contract Date: November 01, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	338685 GUARDIAN CEDAR DEL TO: March 31, 2016	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	338685 GUARDIAN CEDAR DEL TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	338685 GUARDIAN CEDAR DEL TO: March 31, 2015	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	338685 GUARDIAN CEDAR DEL TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	338685 GUARDIAN CEDAR DEL TO: March 31, 2014	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	698974 CLOW ONSYSTEM DEL TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	698974 CLOW ONSYSTEM DEL TO: March 31, 2013	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	698974 CLOW ONSYSTEM DEL TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	698974 CLOW ONSYSTEM DEL TO: March 31, 2012	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	698974 CLOW ONSYSTEM DEL TO: October 31, 2011	0	0	0

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

Contract No: 114091
Rate Schedule: ETS
Contract Date: November 01, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	698974 CLOW ONSYSTEM DEL TO: March 31, 2011	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	698974 CLOW ONSYSTEM DEL TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	698974 CLOW ONSYSTEM DEL TO: March 31, 2010	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	698974 CLOW ONSYSTEM DEL TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	698974 CLOW ONSYSTEM DEL TO: March 31, 2009	0	8972	0

Appendix B

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

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.21.0.0
6.28 – GT&C, Non-conforming Agreements	v.7.0.0

TABLE OF CONTENTS

Third Revised Volume No. 1:	Section No.
-----	-----
Table of Contents.....	1
Preliminary Statement.....	2
System Maps	3
Statement of Rates	
Rate Schedule ETS	4.1
Rate Schedule STS; Small Shipper ETS & FTS-1	4.2
Rate Schedules FTS-1, FTS-4 & FTS-4L.....	4.3
Rate Schedules FTS-1 & ETS (WI 2009).....	4.4
Rate Schedule FTS-2	4.5
Rate Schedule FTS-3	4.6
Rate Schedule ITS	4.7
Rate Schedules ITS-3, IPLS & IWS.....	4.8
Rate Schedules FSS & DDS.....	4.9
Rate Schedules FSS & DDS (Cold Springs 1).....	4.10
Rate Schedules NNS & MBS	4.11
Base Rates: FTS-1, FTS-4, FTS-4L, ETS, PTS-2 & FTS-2	4.12
Base Rate Components: FTS-3.....	4.13
Base Rate Components: ITS & PTS-3.....	4.14
Negotiated Rate Agreements - PTS-3.....	4.15
Statement of Surcharges.....	4.16
Deferred Transportation Cost Adjustment	4.17
Transporter's Use (%)	4.18
EPC Charge	4.19
Reserved for Future Use.....	4.20
Rate Schedules	
ETS (Enhanced Transportation Service).....	5.1
STS (Small Transportation Service)	5.2
FTS-1 (Firm Transportation Service)	5.3
FTS-2 (Firm Transportation Service)	5.4
FTS-3 (Firm Transportation Service)	5.5
FTS-4 (Firm Transportation Service)	5.6
FTS-4L (Firm Transportation Service).....	5.7

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

General Terms and Conditions

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

Off-System Capacity.....	6.30
Crediting of Penalty Revenues	6.31
Reduction Options	6.32
Marshfield Contracts.....	6.33
Transporter's Use and Transporter's EPC Adjustment.....	6.34
Operational Purchases and Sales of Gas	6.35

Form of Service Agreement

Service Agreement (For Rate Schedules ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS, PTS-2 and NNS).....	7.1
Master Service Agreement	7.2
Associated Liquefiabiles Agreement	7.3
Transportation Service Request Form	7.4
Service Agreement (For Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, IPLS and IWS).....	7.5

Negotiated Rate Agreements

Wisconsin Electric Power Company FSS Agmt (#117594)	8.1
Wisconsin Electric Power Company FSS Agmt (#113473)	8.2
Chevron USA Inc. FTS-1 Agmt (#113366).....	8.3
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113533)	8.4
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113540)	8.5
Tenaska Marketing Ventures FTS-1 Agmt (#116021).....	8.6
Reserved For Future Use Wisconsin Electric Power Company ETS Agmt (#107897)	8.7
Reserved For Future Use Wisconsin Electric Power Company ETS Agmt (#107898)	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251).....	8.9
Integrays Energy Services, Inc. FTS-1 Agmt (#117721)	8.10
Chevron U.S.A. Inc. FTS-1 Agmt (#113194).....	8.11
Tennessee Valley Authority IPLS Agmt (#114658).....	8.12
Badger Oil Corporation ITS Agmt (#118463)	8.13
LLOG Exploration Company, L.L.C. ITS Agmt (#118519)	8.14
SPN Resources, LLC ITS Agmt (#118518).....	8.15
Northern Indiana Public Service Company FSS Agmt (#107690).....	8.16
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113534)	8.17
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113541)	8.18
Madison Gas and Electric Company FSS Agmt (#117346)	8.19
NJR Energy Services Company FTS-1 Agmt (#111928).....	8.20
Integrays Energy Services, Inc. FTS-1 Agmt (#119376)	8.21
Tenaska Marketing Ventures FTS-1 Agmt (#113364).....	8.22
Dynamic Offshore Resources, LLC ITS Agmt (#119503).....	8.23

Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113535)	8.24
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113542)	8.25
Integrays Energy Services, Inc. FTS-1 Agmt (#121197)	8.26
Integrays Energy Services, Inc. FTS-1 Agmt (#111217)	8.27
PXP Offshore LLC ITS Agmt (#108248).....	8.28
PXP Offshore LLC ITS (Assoc. Liquefiabiles) Agmt (#108249).....	8.29
Reserved For Future Use.....	8.30

Non-Conforming Agreements with Negotiated Rates

Madison Gas and Electric Company FSS Agmt (#117357)	9.1
Wisconsin Gas LLC FSS Agmt (#107880).....	9.2
Wisconsin Gas LLC FSS Agmt (#107881).....	9.3
Wisconsin Electric Power Company FSS Agmt (#109225)	9.4
Wisconsin Electric Power Company FSS Agmt (#109226)	9.5
Wisconsin Electric Power Company FSS Agmt (#109227)	9.6
Wisconsin Gas LLC FSS Agmt (#118552).....	9.7
Wisconsin Public Service Corporation ETS Agmt (#1600).....	9.8
Wisconsin Public Service Corporation ETS Agmt (#5450).....	9.9
Wisconsin Public Service Corporation NNS Agmt (#99515).....	9.10
Wisconsin Public Service Corporation FTS-1 Agmt (#104404).....	9.11
Wisconsin Public Service Corporation FTS-1 Agmt (#104405).....	9.12
Wisconsin Public Service Corporation FTS-1 Agmt (#106199).....	9.13
Wisconsin Public Service Corporation ETS Agmt (#106322).....	9.14
Wisconsin Public Service Corporation FSS Agmt (#114369)	9.15
Wisconsin Public Service Corporation FSS Agmt (#114370)	9.16
Wisconsin Gas LLC ETS Agmt (#107873)	9.17
Wisconsin Electric Power Company ETS Agmt (#107893).....	9.18
Madison Gas and Electric Company FTS-1 Agmt (#114512).....	9.19
Chevron U.S.A. Inc. PTS-2 Agmt (#107146)	9.20
BHP Billiton Petroleum (Deepwater) Inc. PTS-2 Agmt (#107147).....	9.21
PXP Offshore LLC PTS-2 Agmt (#108250).....	9.22

Non-Conforming Agreements

Wisconsin Gas LLC FTS-1 Agmt (#109212)	10.1
Wisconsin Electric Power Company FTS-1 Agmt (#109223).....	10.2
Wisconsin Gas LLC ETS Agmt (#109854)	10.3
Wisconsin Electric Power Company ETS Agmt (#112883).....	10.4
Wisconsin Gas LLC ETS Agmt (#112891)	10.5
Wisconsin Gas LLC ETS Agmt (#118840)	10.6
Wisconsin Gas LLC ETS Agmt (#107877)	10.7

Wisconsin Gas LLC ETS Agmt (#107879)	10.8
Wisconsin Electric Power Company ETS Agmt (#107899).....	10.9
Wisconsin Gas LLC NNS Agmt (#107995)	10.10
Wisconsin Electric Power Company NNS Agmt (#107997).....	10.11
Wisconsin Gas LLC FSS Agmt (#109210).....	10.12
Wisconsin Gas LLC FSS Agmt (#109211).....	10.13
Wisconsin Gas LLC ETS Agmt (#109218)	10.14
Wisconsin Electric Power Company ETS Agmt (#109222).....	10.15
Wisconsin Electric Power Company ETS Agmt (#118787).....	10.16
Wisconsin Electric Power Company ETS Agmt (#118789).....	10.17
Wisconsin Gas LLC ETS Agmt (#118793)	10.18
Wisconsin Gas LLC ETS Agmt (#118794)	10.19
Tennessee Valley Authority FTS-3 Agmt (#114655).....	10.20
Tennessee Valley Authority FTS-3 Agmt (#114656).....	10.21
Wisconsin Electric Power Company ETS Agmt (#107895).....	10.22
PXP Offshore LLC Lease Dedication Agreement.....	10.24
Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc. Lease Dedication Agreement.....	10.25
<u>Wisconsin Gas LLC FSS Agmt (#107870).....</u>	<u>10.26</u>
<u>Wisconsin Gas LLC FSS Agmt (#107871).....</u>	<u>10.27</u>
<u>Wisconsin Electric Power Company FSS Agmt (#107889)</u>	<u>10.28</u>
<u>Wisconsin Electric Power Company ETS Agmt (#107897).....</u>	<u>10.29</u>
<u>Wisconsin Electric Power Company ETS Agmt (#107898).....</u>	<u>10.30</u>
<u>Wisconsin Electric Power Company FSS Agmt (#107900)</u>	<u>10.31</u>
<u>Wisconsin Electric Power Company FSS Agmt (#107901)</u>	<u>10.32</u>
<u>Wisconsin Gas LLC ETS Agmt (#113710)</u>	<u>10.33</u>
<u>Wisconsin Gas LLC FSS Agmt (#113715).....</u>	<u>10.34</u>
<u>Wisconsin Electric Power Company FSS Agmt (#113729)</u>	<u>10.35</u>
<u>Wisconsin Electric Power Company ETS Agmt (#114091).....</u>	<u>10.36</u>

TABLE OF CONTENTS

Original Volume No. 2

Rate Schedule	Description	Sheet No.
	Summary of Rates	16
X-16	Exchange Agreement with Great Lakes Gas Transmission Company	151
X-18	Exchange Agreement with Natural Gas Pipeline Company of America and Phillips Petroleum Company	180

X-37	Exchange Agreement with Southern Natural Gas Company	278
X-62	Exchange Agreement with Transcontinental Gas Pipe Line Corporation	532
X-100	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1122
X-101	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1140
X-117	Transportation and Exchange Agreement with Great Lakes Gas Transmission Company	1384
X-132	Gas Displacement and Exchange Agreement with Michigan Consolidated Gas Company	1592

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

Contract No. 109713

15. Reserved For Future Use.

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

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

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

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

Contract No. 109854
25. Wisconsin Electric Power Company, ETS Agreement, dated October 24, 2006.

Contract No. 112883
26. Wisconsin Gas LLC, ETS Agreement, dated October 26, 2006.

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

Contract No. 118840
28. Wisconsin Gas LLC, ETS Agreement, dated June 27, 2002.

Contract Nos. 107877, 107879

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

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 Gas LLC
Rate Schedule FSS Service Agreement #107870, Amendment No. 14
- 2) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement #107871, Amendment No. 14
- 3) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement #107889, Amendment No. 13
- 4) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement #107897, Amendment No. 09
- 5) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement #107898, Amendment No. 11
- 6) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement #107900, Amendment No. 19
- 7) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement #107901, Amendment No. 19
- 8) Wisconsin Gas LLC
Rate Schedule ETS Service Agreement #113710, Amendment No. 01
- 9) Wisconsin Gas LLC
Rate Schedule FSS Service Agreement #113715, Amendment No. 06
- 10) Wisconsin Electric Power Company
Rate Schedule FSS Service Agreement #113729, Amendment No. 07
- 11) Wisconsin Electric Power Company
Rate Schedule ETS Service Agreement #114091, Amendment No. 01

AMENDMENT

Date: ~~October 10,~~ July 22, 2011

“Transporter”:
ANR PIPELINE COMPANY

“Shipper”:
WISCONSIN GAS LLC

FSS Contract No. 107870 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008-2013 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~The rate for storage service for Deliverability shall be at Maximum tariff rate per dth, per month for MDWQ, and Capacity shall be at Maximum tariff rate per dth, per month of MSQ divided by twelve, not to exceed Transporter’s Maximum Tariff Rates. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter’s FERC Gas Tariff.~~

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

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

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
~~231 W. Michigan Street-PSB-P277333 W. EVERETT STREET - A308~~
MILWAUKEE, WI 53203
Attention: ~~GLORIA GRABARCZYK BOB PLATTETER~~

Telephone: 414-221-2408414-221-2895
Fax: 262-523-7910414-221-5351

- 4) Shipper and Transporter have agreed to Amend Section 8. **FURTHER AGREEMENT** as follows:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.4500 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.0132 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.
~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - 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.
~~As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.~~

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: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
~~2011~~ July 22, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107870
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: ~~April 13,~~

Effective Start: April 01, ~~2012~~ 2013
Effective End: March 31, ~~2013~~ 2021

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1586700
Base Maximum Daily Withdrawal Quantity (BMDWQ)	31734
Base Maximum Daily Injection Quantity (BMDIQ)	9067
Cyclability	2253114

Ratchet Thresholds		Ratchet	Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
317341	- 1586700	W1	MDWQ_1 31734
238006	- 317340	W2	MDWQ_2 28561
158671	- 238005	W3	MDWQ_3 25387
79336	- 158670	W4	MDWQ_4 22214
0	- 79335	W5	MDWQ_5 19040
0	- 1428030	I1	MDIQ_1 9067
1428031	- 1586700	I2	MDIQ_2 7254

W=Withdrawal; I=Injection

AMENDMENT

Date: ~~October 10, 2007~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 107871 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective April 01, ~~2008~~-2013 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~The rate for storage service for Deliverability shall be at Maximum tariff rate per dth, per month for MDWQ, and Capacity shall be at Maximum tariff rate per dth, per month of MSQ divided by twelve, not to exceed Transporter’s Maximum Tariff Rates. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter’s FERC Gas Tariff.~~

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

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

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 262-523-7908/414-221-5351

INVOICES AND STATEMENTS:

WISCONSIN GAS LLC
~~231 W. Michigan Street-PSB-P277333 W. EVERETT STREET - A308~~
MILWAUKEE, WI 53203
Attention: ~~GLORIA GRABARCZYK~~ BOB PLATTETER

Telephone: ~~414-221-2408~~ 414-221-2895
Fax: ~~262-523-7910~~ 414-221-5351

- 4) Shipper and Transporter have agreed to Amend Section 8. **FURTHER AGREEMENT** as follows:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.
~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - 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.
~~As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.~~

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

WISCONSIN GAS LLC
"Shipper"

By: _____

Title: _____

Contract No: 107871
Amendment No: 0714

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
~~2011~~ July 22, 2011
AND WISCONSIN GAS LLC (Shipper)

Contract No: 107871
Rate Schedule: FSS
Contract Date: June 26, 2002
Amendment Date: ~~April 13,~~

Effective Start: April 01, ~~2012~~2013
Effective End: March 31, ~~2013~~2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	495300
Base Maximum Daily Withdrawal Quantity (BMDWQ)	9906
Base Maximum Daily Injection Quantity (BMDIQ)	2830
Cyclability	495300

Ratchet Thresholds			Ratchet Levels	Ratchet MDWQ/MDIQ
<u>From</u>	<u>To</u>			
99061	- 495300	W1	MDWQ_1	9906
74296	- 99060	W2	MDWQ_2	8915
49531	- 74295	W3	MDWQ_3	7925
24766	- 49530	W4	MDWQ_4	6934
0	- 24765	W5	MDWQ_5	5944
0	- 445770	I1	MDIQ_1	2830
445771	- 495300	I2	MDIQ_2	2264

W=Withdrawal; I=Injection

AMENDMENT

Date: ~~October 10, 2007~~ July 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107889 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2008~~ April 1, 2013 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~1) Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.~~

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

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

Contract No: 107889
Amendment No: 0613

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: ~~414-221-5354~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN STREET-PSB-P277333 W. EVERETT ST. A308
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYKBOB PLATTETER

Telephone: 414-221-2895
Fax: ~~414-221-5354~~262-523-7910

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.04 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - ~~A. The rate for storage service for Deliverability shall be at Maximum tariff rate per dth, per month for MDWQ, and Capacity shall be at Maximum tariff rate per dth, per month of MSQ divided by twelve, not to exceed Transporter's Maximum Tariff Rates. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.~~
 - B. 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.
As to each of the expiring seasonal quantities set forth in the Contract Quantity Exhibit, Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of ANR'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.
 - C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
 - D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.
Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.

Contract No: 107889
Amendment No: 0613

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

**WISCONSIN ELECTRIC POWER COMPANY
"Shipper"**

By: _____

Title: _____

Date: _____

**ANR PIPELINE COMPANY
"Transporter"**

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

~~2011~~ July 22, 2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107889

Rate Schedule: FSS

Contract Date: June 26, 2002

Amendment Date: ~~April 13,~~

Effective Start: April 01, ~~2012~~2013

Effective End: March 31, ~~2013~~2021

Seasonal Service

Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	265400
Base Maximum Daily Withdrawal Quantity (BMDWQ)	5308
Base Maximum Daily Injection Quantity (BMDIQ)	1517
Cyclability	265400

Ratchet Thresholds			Ratchet		Ratchet
From	To		Levels		MDWQ/MDIQ
53081	- 265400	W1	MDWQ_1		5308
39811	- 53080	W2	MDWQ_2		4777
26541	- 39810	W3	MDWQ_3		4246
13271	- 26540	W4	MDWQ_4		3716
0	- 13270	W5	MDWQ_5		3185
0	- 238860	I1	MDIQ_1		1517
238861	- 265400	I2	MDIQ_2		1214

W=Withdrawal; I=Injection

Contract No: 107897
Amendment No: 0609

AMENDMENT

Date: ~~April 15, 2009~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107897 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~November 01, 2010~~ April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.~~

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

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

Contract No: 107897
Amendment No: 0609

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
HOUSTON, TX 77046-0995
Attention: ~~TRANSPORTATION SERVICES~~

SHIPPER:

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

Telephone: 414-221-5345
Fax: ~~414-221-5354~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
~~GAS SUPPLY & FINANCE~~
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETERGLORIA GRABARCZYK

Telephone: 414-221-2895414-221-2408
Fax: ~~414-221-5354~~262-523-7910

Contract No: 107897
Amendment No: 0609

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

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 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.

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

~~B. 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.~~

~~C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. 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. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C 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 5.C.~~

- ~~D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path or (ii) Shipper changes the Primary Receipt Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~
- ~~E. 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 5.C. 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 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.~~
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
~~Shipper shall be entitled to the Right of First Refusal provided for in Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 22.2.~~
- D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

- E. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. above provided Shipper is awarded its requested changed Primary 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 Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.
- F. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.
- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~

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)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107897

Rate Schedule: ETS

Contract Date: June 27, 2002

Amendment Date: ~~April 15, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	139256 WISC EPC-GRP 1 TO: March 31, 2021	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	139256 WISC EPC-GRP 1 TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	139256 WISC EPC-GRP 1 TO: March 31, 2020	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	139256 WISC EPC-GRP 1 TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	139256 WISC EPC-GRP 1 TO: March 31, 2019	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	139256 WISC EPC-GRP 1 TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	139256 WISC EPC-GRP 1 TO: March 31, 2018	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	139256 WISC EPC-GRP 1 TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	139256 WISC EPC-GRP 1 TO: March 31, 2017	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	139256 WISC EPC-GRP 1 TO: October 31, 2016	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107897

Rate Schedule: ETS

Contract Date: June 27, 2002

Amendment Date: ~~April 15, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	139256 WISC EPC-GRP 1 TO: March 31, 2016	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	139256 WISC EPC-GRP 1 TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	139256 WISC EPC-GRP 1 TO: March 31, 2015	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	139256 WISC EPC-GRP 1 TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	139256 WISC EPC-GRP 1 TO: March 31, 2014	0	61909	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	139256 WISC EPC-GRP 1 TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	139256 WISC EPC-GRP 1 TO: March 31, 2013	0	61909	0
139256 WISC EPC-GRP 1 FROM: April 01, 2012	153808 ANRPL STORAGE FACILITIES TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	139256 WISC EPC-GRP 1 TO: March 31, 2012	0	61909	0
139256 WISC EPC-GRP 1 FROM: April 01, 2011	153808 ANRPL STORAGE FACILITIES TO: October 31, 2011	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~April 15, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	139256 WISC EPC-GRP 1 TO: March 31, 2011	0	61021	0
139256 WISC EPC-GRP 1 FROM: April 01, 2010	153808 ANRPL STORAGE FACILITIES TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	139256 WISC EPC-GRP 1 TO: March 31, 2010	0	61296	0
139256 WISC EPC-GRP 1 FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	139256 WISC EPC-GRP 1 TO: March 31, 2009	0	69720	0
139256 WISC EPC-GRP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139256 WISC EPC-GRP 1 TO: March 31, 2008	0	84510	0
139256 WISC EPC-GRP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139256 WISC EPC-GRP 1 TO: March 31, 2007	0	84660	0
139256 WISC EPC-GRP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107897
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: ~~April 15, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139256 WISC EPC-GRP 1 TO: March 31, 2006	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139256 WISC EPC-GRP 1 TO: October 31, 2005	0	84660	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139256 WISC EPC-GRP 1 TO: October 31, 2004	0	99600	0

AMENDMENT

Date: ~~April 15, 2009~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 107898 dated June 27, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~November 01, 2010~~ April 1, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013. An updated Primary Route Exhibit reflecting this change is attached.~~

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

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

Contract No: 107898
Amendment No: 0811

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, TX 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~9 GREENWAY PLAZA~~
~~HOUSTON, TX 77046-0995~~
Attention: ~~TRANSPORTATION SERVICES~~

SHIPPER:

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

Telephone: 414-221-5345
Fax: ~~414-221-5354~~262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
GAS SUPPLY & FINANCE
~~333 W. EVERETT STREET - A308~~231 W. MICHIGAN STREET - PSB-P277
MILWAUKEE, WI 53290-0001
Attention: BOB PLATTETERGLORIA GRABARCZYK

Telephone: 414-221-2895414-221-2408
Fax: ~~414-221-5354~~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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

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 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.

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

~~B. 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.~~

~~C. Notwithstanding anything to the contrary in Sections 5.A and 5.B, the rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit during the primary term hereof shall be a fixed Monthly Reservation Rate of \$4.8580 per dth and the fixed Commodity Rate shall be \$.0075 per dth. These 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. Shipper shall not be charged for GRI surcharges, unless and to the extent that Transporter is required to collect and/or remit such charges to GRI. 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. Because collection is not mandated by the FERC, the GRI surcharge would not constitute a Governmental Authority Surcharge. 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. 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 5.C 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 5.C.~~

~~D. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time to time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 5.C above provided Shipper is awarded its requested changed Primary Receipt Point in accordance with Transporter's FERC Gas Tariff and (i) Shipper changes the Primary Receipt Point to a point in the original contract path or (ii) Shipper changes the Primary Receipt Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Gas Company. Transporter agrees that for purposes of Section 2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be a reason to deny a request made under this section, provided the remaining provisions of Section 2.4 otherwise have been satisfied.~~

~~E. 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 5.C. 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 5.C plus the incremental Maximum Reservation and Commodity Rates under Rate Schedule ETS for all zones traversed that are outside the contract path.~~

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

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

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

- E. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. above provided Shipper is awarded its requested changed Primary 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 Company in the state of Wisconsin. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

- F. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

- G. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 (Loss of Load) and Section 6.32.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.
~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects Reduction Options under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such options.~~

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)
2011**

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107898
Rate Schedule: ETS
Contract Date: June 27, 2002
Amendment Date: April 15, 2009 July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	11616 FARWELL (DELIVERY) TO: March 31, 2021	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	11616 FARWELL (DELIVERY) TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	11616 FARWELL (DELIVERY) TO: March 31, 2020	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	11616 FARWELL (DELIVERY) TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	11616 FARWELL (DELIVERY) TO: March 31, 2019	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	11616 FARWELL (DELIVERY) TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	11616 FARWELL (DELIVERY) TO: March 31, 2018	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	11616 FARWELL (DELIVERY) TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	11616 FARWELL (DELIVERY) TO: March 31, 2017	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	11616 FARWELL (DELIVERY) TO: October 31, 2016	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107898

Rate Schedule: ETS

Contract Date: June 27, 2002

Amendment Date: ~~April 15, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	11616 FARWELL (DELIVERY) TO: March 31, 2016	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	11616 FARWELL (DELIVERY) TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	11616 FARWELL (DELIVERY) TO: March 31, 2015	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	11616 FARWELL (DELIVERY) TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	11616 FARWELL (DELIVERY) TO: March 31, 2014	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	11616 FARWELL (DELIVERY) TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	11616 FARWELL (DELIVERY) TO: March 31, 2013	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	11616 FARWELL (DELIVERY) TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	11616 FARWELL (DELIVERY) TO: March 31, 2012	0	5537	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	11616 FARWELL (DELIVERY) TO: October 31, 2011	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107898

Rate Schedule: ETS

Contract Date: June 27, 2002

Amendment Date: ~~April 15, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	11616 FARWELL (DELIVERY) TO: March 31, 2011	0	6425	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	11616 FARWELL (DELIVERY) TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	11616 FARWELL (DELIVERY) TO: March 31, 2010	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	11616 FARWELL (DELIVERY) TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	11616 FARWELL (DELIVERY) TO: March 31, 2009	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2008	11616 FARWELL (DELIVERY) TO: October 31, 2008	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	11616 FARWELL (DELIVERY) TO: March 31, 2008	0	6150	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2007	11616 FARWELL (DELIVERY) TO: October 31, 2007	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	11616 FARWELL (DELIVERY) TO: March 31, 2007	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2006	11616 FARWELL (DELIVERY) TO: October 31, 2006	0	0	0

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107898

Rate Schedule: ETS

Contract Date: June 27, 2002

Amendment Date: ~~April 15, 2009~~ July 22,

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	11616 FARWELL (DELIVERY) TO: March 31, 2006	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2005	11616 FARWELL (DELIVERY) TO: October 31, 2005	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	11616 FARWELL (DELIVERY) TO: March 31, 2005	0	6000	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2004	11616 FARWELL (DELIVERY) TO: October 31, 2004	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	11616 FARWELL (DELIVERY) TO: March 31, 2004	0	6000	0

AMENDMENT

Date: ~~April 16, 2009~~ July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107900 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2010~~ April 1, 2013 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013.~~

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 414-221-5351/262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
~~GAS SUPPLY & FINANCE~~
~~333 W. EVERETT STREET - A308~~ 231 W. MICHIGAN STREET-PSB-P277
MILWAUKEE, WI 53203
Attention: ~~BOB PLATT~~ TETER GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: 414-221-5351/262-523-7910

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

A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.4500 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.2419 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

To replace Section 8. in its entirety with the following:

~~For the period April 1, 2010 to March 31, 2013, the rate for storage service shall be a Fixed Deliverability rate of \$2.4500 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.~~

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

C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.

~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.~~

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107900

Rate Schedule: FSS

Contract Date: June 26, 2002

Amendment Date: April 13, 2011 July 22,

Effective Start: April 01, 2012 2013

Effective End: March 31, 2013 2021

Annual Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	1997879
Base Maximum Daily Withdrawal Quantity (BMDWQ)	55004
Base Maximum Daily Injection Quantity (BMDIQ)	11417
Cyclability	3456184

Ratchet Thresholds			Ratchet		Ratchet
<u>From</u>	<u>To</u>		<u>Levels</u>		<u>MDWQ/MDIQ</u>
399577	- 1997879	W1	MDWQ_1		55004
299683	- 399576	W2	MDWQ_2		49504
199789	- 299682	W3	MDWQ_3		44003
99895	- 199788	W4	MDWQ_4		38503
0	- 99894	W5	MDWQ_5		33002
0	- 1978091	I1	MDIQ_1		11417
1798092	- 1997879	I2	MDIQ_2		9134

W=Withdrawal; I=Injection

AMENDMENT

Date: ~~April 16, 2009~~ August 19, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 107901 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective ~~April 01, 2010~~ April 1, 2013 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

~~Shipper and Transporter have agreed to extend the term under this Agreement to March 31, 2013.~~

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

SHIPPER:

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

Telephone: 414-221-5345
Fax: 414-221-5351/262-523-7908

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
~~GAS SUPPLY & FINANCE~~
~~333 W. EVERETT STREET - A308~~ 231 W. MICHIGAN STREET-PSB-P277
MILWAUKEE, WI 53203
Attention: ~~BOB PLATT~~ TETERGLORIA GRABARCZYK

Telephone: 414-221-2408/414-221-2895
Fax: 414-221-5351/262-523-7910

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

- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Tariff Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$1.6492 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).

~~For the period April 1, 2010 to March 31, 2012, the rate for storage service shall be a Fixed Deliverability rate of \$2.0400 per dth per month for MDWQ, and a Fixed Capacity rate of \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged a Fixed Commodity rate of \$0.0126 for injection or withdrawal charges. Shipper shall be charged any other applicable fees or surcharges in accordance with Transporter's FERC Gas Tariff.~~

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

- C. If Transporter enhances or improves any of its services in effect as of the date of this Agreement, Shipper shall have the right but not the obligation to receive such enhancements or improvements as part of the services that Transporter provides Shipper pursuant to this Service Agreement. If Transporter is authorized by FERC to collect incremental charges associated with such enhancements or improvements from third parties, Shipper shall have the right to such enhancements or improvements so long as Shipper pays the same incremental charges that Transporter requires third parties to pay for such enhanced or improved services.

- D. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.

~~Pursuant to Section 35 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 35.1 (Loss of Load) and Section 35.3 (Regulatory Unbundling Order) and Transporter confirms Shipper's eligibility for such option.~~

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

**WISCONSIN ELECTRIC POWER COMPANY
"Shipper"**

By: _____

Title: _____

Date: _____

**ANR PIPELINE COMPANY
"Transporter"**

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)
19, 2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 107901

Rate Schedule: FSS

Contract Date: June 26, 2002

Amendment Date: April 13, 2011 August

Effective Start: April 01, 2012 2013

Effective End: March 31, 2013 2021

Seasonal Service

Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	347740
Base Maximum Daily Withdrawal Quantity (BMDWQ)	17387
Base Maximum Daily Injection Quantity (BMDIQ)	1987
Cyclability	347740

Ratchet Thresholds		Ratchet	Ratchet
From	To	Levels	MDWQ/MDIQ
69549	- 347740	W1	MDWQ_1 17387
52162	- 69548	W2	MDWQ_2 15648
34775	- 52161	W3	MDWQ_3 13910
17388	- 34774	W4	MDWQ_4 12171
0	- 17387	W5	MDWQ_5 10432
0	- 312966	I1	MDIQ_1 1987
312967	- 347740	I2	MDIQ_2 1590

W=Withdrawal; I=Injection

Contract No: 113710
Amendment No: 01

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

ETS Contract No. 113710 dated October 31, 2007 ("Agreement") between Transporter and Shipper is amended effective April 01, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 113710
Amendment No: 01

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, 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
~~333 WEST EVERETT STREET - A308~~ 231 W. Michigan Street-PSB-P277
Milwaukee, Wisconsin 53203
Attention: ~~BOB PLATTETER~~ GLORIA GRABARCZYK

Telephone: 414-221-2408
Fax: ~~414-221-5354~~ 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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

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 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.

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

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

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

E. Shipper has elected that flow will be taken at a 1/24 rate.

F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Section 8.A. of this Agreement provided Shipper is awarded its requested changed Primary 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. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 113710
Amendment No: 01

- G. Effective on the date that the primary receipt point on Contract No. 108014 is moved from Transporter's Marshfield/Viking Int (28873) receipt point to Will County (246067) receipt point, the primary delivery point on this Agreement will be moved to Guardian Cedar (338685). Thereafter, Transporter will deliver the scheduled quantities under this Agreement during the Winter period for the term of this Agreement at the pressure levels required by Guardian Pipeline L.L.C. ("Guardian"), up to a maximum of 725 psig, when necessary to effect delivery of scheduled quantities into Guardian's pipeline system at the ANR/Guardian Cedar interconnection.

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)

Rate Schedule: ETS
 Contract Date: October 31, 2007
 Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	338685 GUARDIAN CEDAR DEL TO: March 31, 2021	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	338685 GUARDIAN CEDAR DEL TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	338685 GUARDIAN CEDAR DEL TO: March 31, 2020	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	338685 GUARDIAN CEDAR DEL TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	338685 GUARDIAN CEDAR DEL TO: March 31, 2019	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	338685 GUARDIAN CEDAR DEL TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	338685 GUARDIAN CEDAR DEL TO: March 31, 2018	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	338685 GUARDIAN CEDAR DEL TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	338685 GUARDIAN CEDAR DEL TO: March 31, 2017	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	338685 GUARDIAN CEDAR DEL TO: October 31, 2016	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	338685 GUARDIAN CEDAR DEL TO: March 31, 2016	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	338685 GUARDIAN CEDAR DEL TO: October 31, 2015	0	0	0

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

Rate Schedule: ETS
 Contract Date: October 31, 2007
 Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	338685 GUARDIAN CEDAR DEL TO: March 31, 2015	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	338685 GUARDIAN CEDAR DEL TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	338685 GUARDIAN CEDAR DEL TO: March 31, 2014	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	698974 CLOW ONSYSTEM DEL TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	698974 CLOW ONSYSTEM DEL TO: March 31, 2013	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	698974 CLOW ONSYSTEM DEL TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	698974 CLOW ONSYSTEM DEL TO: March 31, 2012	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	698974 CLOW ONSYSTEM DEL TO: October 31, 2011	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	698974 CLOW ONSYSTEM DEL TO: March 31, 2011	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	698974 CLOW ONSYSTEM DEL TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	698974 CLOW ONSYSTEM DEL TO: March 31, 2010	0	48081	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	698974 CLOW ONSYSTEM DEL TO: October 31, 2009	0	0	0

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

Rate Schedule: ETS
Contract Date: October 31, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	698974 CLOW ONSYSTEM DEL TO: March 31, 2009	0	48081	0

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN GAS LLC

FSS Contract No. 113715 dated October 10, 2007 ("Agreement") between Transporter and Shipper is amended effective April 01, 2013 as follows:

- 1) Shipper and Transporter have agreed to replace Section 4. **Term of Agreement** in its entirety with the following:

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

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 GEMStm. 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
~~ANR PIPELINE COMPANY~~
~~717 TEXAS ST, SUITE 2500~~
~~HOUSTON, TX 77002~~
Attention: ~~TRANSPORTATION 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-P277333 W. EVERETT STREET - A308~~
MILWAUKEE, WI 53203
Attention: GLORIA GRABARCZYKBOB PLATTETER

Telephone: 414-221-2408
Fax: ~~414-221-5354~~262-523-7910

4) Shipper and Transporter have agreed to Amend Section 8. **FURTHER AGREEMENT** as follows:

- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
- B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.
- C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

WISCONSIN GAS LLC

"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY

"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT
To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND WISCONSIN GAS LLC (Shipper)

Contract No: 113715
Rate Schedule: FSS
Contract Date: October 10, 2007
Amendment Date: July 22, 2011

Effective Start: April 01, 2013
Effective End: March 31, 2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	341950
Base Maximum Daily Withdrawal Quantity (BMDWQ)	6839
Base Maximum Daily Injection Quantity (BMDIQ)	1954
Cyclability	341950

Ratchet Thresholds			Ratchet	Ratchet
<u>From</u>		<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>
68391	-	341950	W1	MDWQ_1 6839
51294	-	68390	W2	MDWQ_2 6155
34196	-	51293	W3	MDWQ_3 5471
17099	-	34195	W4	MDWQ_4 4787
0	-	17098	W5	MDWQ_5 4103
0	-	307755	I1	MDIQ_1 1954
307756	-	341950	I2	MDIQ_2 1563

W=Withdrawal ;I=Injection

Contract No: 113729
Amendment No: 07

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

FSS Contract No. 113729 dated October 10, 2007 ("Agreement") between Transporter and Shipper is amended effective April 01, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

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 GEMStm. 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
~~ANR PIPELINE COMPANY~~
~~717 TEXAS ST, SUITE 2500~~
~~HOUSTON, TX 77002~~
Attention: ~~TRANSPORTATION 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
~~333 WEST EVERETT STREET A308~~ 231 W. Michigan Street-PSB-P277
Milwaukee, Wisconsin 53203
Attention: ~~BOB PLATT~~ TETERGLORIA GRABARCZYK

Telephone: ~~414-221-2408~~ 414-221-2895
Fax: ~~262-523-7910~~ 414-221-5351

- 4) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:
- A. The rates for storage service shall be the Maximum Tariff Deliverability Rate and the Maximum Capacity Rate in effect at the time service is provided; provided, however, that the Deliverability Rate shall be capped at \$2.0400 per dth per month for MDWQ and the Capacity Rate shall be capped at \$0.4000 per dth per month of MSQ divided by twelve. In addition, Shipper will be charged the applicable Commodity rate for injection or withdrawal charges. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.9148 for the applicable service ("Storage Rate Cap"). Subject to the Storage Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rate, nor more than Transporter's Maximum Tariff Rate for the applicable service. These rates are inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged Transporter's Use (Fuel %) and EPC (Electric Power Cost).
 - B. Pursuant to Section 6.32 of Transporter's FERC Gas Tariff, Shipper elects the Reduction Option[s] under Section 6.32.1 Loss of Load and Section 6.32.3 Regulatory Unbundling Order and Transporter confirms Shipper's eligibility for such option.
 - C. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.

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

WISCONSIN ELECTRIC POWER COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

CONTRACT QUANTITY EXHIBIT

To Agreement Between
ANR PIPELINE COMPANY (Transporter)
~~2011~~ July 22, 2011

AND WISCONSIN ELECTRIC POWER COMPANY (Shipper)

Contract No: 113729
Rate Schedule: FSS
Contract Date: October 10, 2007
Amendment Date: ~~April 13,~~

Effective Start: April 01, ~~2012~~2013
Effective End: March 31, ~~2013~~2021

Seasonal Service
Ratcheted Service

	MDQ (Dth)
Maximum Storage Quantity (MSQ)	186900
Base Maximum Daily Withdrawal Quantity (BMDWQ)	3738
Base Maximum Daily Injection Quantity (BMDIQ)	1069
Cyclability	186900

Ratchet Thresholds		Ratchet		Ratchet
<u>From</u>	<u>To</u>	<u>Levels</u>	<u>MDWQ/MDIQ</u>	
37381	- 186900	W1	MDWQ_1	3738
28036	- 37380	W2	MDWQ_2	3364
18691	- 28035	W3	MDWQ_3	2990
9346	- 18690	W4	MDWQ_4	2617
0	- 9345	W5	MDWQ_5	2243
0	- 168210	I1	MDIQ_1	1069
168211	- 186900	I2	MDIQ_2	855

W=Withdrawal; I=Injection

Contract No: 114091
Amendment No: 01

AMENDMENT

Date: July 22, 2011

“Transporter”: ANR PIPELINE COMPANY

“Shipper”: WISCONSIN ELECTRIC POWER COMPANY

ETS Contract No. 114091 dated November 01, 2007 ("Agreement") between Transporter and Shipper is amended effective April 01, 2013 as follows:

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

The term of this Agreement shall be extended from April 1, 2013 through March 31, 2014 and it shall automatically extend for additional one year periods until the earlier of (a) the in-service date of the Marshfield Reduction Project Facilities (“MRP Facilities”), as described in the settlement agreement dated March 28, 2011 and filed with the Federal Energy Regulatory Commission (“FERC”) in Docket No. RP10-517 (“Settlement Agreement”), or (b) termination of such Settlement Agreement.

A. If the MRP Facilities are placed into service, the term of this Agreement shall automatically be extended through March 31, 2021.

B. If the Settlement Agreement is terminated, this Agreement shall automatically extend for one additional year of service beyond the then-current year of service which otherwise would have ended the March 31st immediately following the termination of the Settlement Agreement, unless Shipper provides one hundred and twenty (120) days notice of its desire to terminate this Agreement on the March 31st immediately following termination of such Settlement Agreement.

C. Contract extensions subject to Section B. above will be subject to the Right of First Refusal provisions set forth in Section 6.22 of Transporter’s FERC Gas Tariff.

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

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

Contract No: 114091
Amendment No: 01

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

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

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

TRANSPORTER:

ANR Pipeline Company
717 Texas Street, Suite 2500
Houston, Texas 77002-2761
Attention: Commercial Services
~~ANR PIPELINE COMPANY~~
~~717 TEXAS ST, SUITE 2500~~
~~HOUSTON, TX 77002~~
~~Attention: TRANSPORTATION 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-P277333 W. Everett Street - A308
Milwaukee, Wisconsin 53203
Attention: GLORIA GRABARCZYKBOB PLATTETER

Telephone: 414-221-2408414-221-2895
Fax: 262-523-7910414-221-5351

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 at current Maximum Tariff Rates, with the Monthly Reservation Rate capped at a rate not to exceed a \$4.858 per dth plus the applicable Commodity Rate per Transporter's FERC Gas Tariff. The rate charged will at no time exceed the 100% Load Factor Rate of \$0.1672 per dth ("Rate Cap"). Subject to the Rate Cap, the rate charged will at no time be less than Transporter's Minimum Tariff Rates, nor more than Transporter's Maximum Tariff Rate, for the applicable service. This rate is inclusive of all surcharges with the exception of all surcharges that are mandated by FERC or by another regulatory body to be recovered from all similarly-situated shippers and are applied on a uniform basis to all interstate natural gas pipelines, and are required to be remitted to a governmental authority or a third party ("Governmental Authority Surcharges"). As an example, FERC's Annual Charge Adjustment ("ACA") surcharge is a Governmental Authority Surcharge. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost).

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

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 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.

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

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

D. Rates for this service agreement will remain unchanged in the event primary delivery point(s) are amended to other point(s) within Wisconsin, to Guardian/Cedar, or to any future interconnection of Transporter's and Guardian Pipeline LLC's facilities at anytime within the primary term of the service agreement.

E. Shipper has elected that flow will be taken at a 1/24 rate.

F. Shipper shall have the right to change the Primary Points in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time, and Transporter further agrees Shipper shall retain the rates set forth in Paragraph 8.A. of this Agreement provided Shipper is awarded its requested changed Primary 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. Transporter agrees that for the purposes of Section 6.2.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, the fact that Shipper is not paying maximum rates, or that a change in Primary Point to a point specified above may reduce the economic value of this Agreement, shall not be reason to deny a request made under this section, provided the remaining provisions of Section 6.2.4 otherwise have been satisfied.

Contract No: 114091
Amendment No: 01

- G. Effective on the date that the primary receipt point on Contract No. 107896 is moved from Transporter's Marshfield/Viking Int (28873) receipt point to Will County (246067) receipt point, the primary delivery point on this Agreement will be moved to Guardian Cedar (338685). Thereafter, Transporter will deliver the scheduled quantities under this Agreement during the Winter period for the term of this Agreement at the pressure levels required by Guardian Pipeline L.L.C. ("Guardian"), up to a maximum of 725 psig, when necessary to effect delivery of scheduled quantities into Guardian's pipeline system at the ANR/Guardian Cedar interconnection.

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: 114091
Rate Schedule: ETS
Contract Date: November 01, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2020	338685 GUARDIAN CEDAR DEL TO: March 31, 2021	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2020	338685 GUARDIAN CEDAR DEL TO: October 31, 2020	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2019	338685 GUARDIAN CEDAR DEL TO: March 31, 2020	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2019	338685 GUARDIAN CEDAR DEL TO: October 31, 2019	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2018	338685 GUARDIAN CEDAR DEL TO: March 31, 2019	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2018	338685 GUARDIAN CEDAR DEL TO: October 31, 2018	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2017	338685 GUARDIAN CEDAR DEL TO: March 31, 2018	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2017	338685 GUARDIAN CEDAR DEL TO: October 31, 2017	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2016	338685 GUARDIAN CEDAR DEL TO: March 31, 2017	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2016	338685 GUARDIAN CEDAR DEL TO: October 31, 2016	0	0	0

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

Contract No: 114091
Rate Schedule: ETS
Contract Date: November 01, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2015	338685 GUARDIAN CEDAR DEL TO: March 31, 2016	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2015	338685 GUARDIAN CEDAR DEL TO: October 31, 2015	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2014	338685 GUARDIAN CEDAR DEL TO: March 31, 2015	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2014	338685 GUARDIAN CEDAR DEL TO: October 31, 2014	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2013	338685 GUARDIAN CEDAR DEL TO: March 31, 2014	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2013	698974 CLOW ONSYSTEM DEL TO: October 31, 2013	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2012	698974 CLOW ONSYSTEM DEL TO: March 31, 2013	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2012	698974 CLOW ONSYSTEM DEL TO: October 31, 2012	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2011	698974 CLOW ONSYSTEM DEL TO: March 31, 2012	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2011	698974 CLOW ONSYSTEM DEL TO: October 31, 2011	0	0	0

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

Contract No: 114091
Rate Schedule: ETS
Contract Date: November 01, 2007
Amendment Date: July 22, 2011

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2010	698974 CLOW ONSYSTEM DEL TO: March 31, 2011	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2010	698974 CLOW ONSYSTEM DEL TO: October 31, 2010	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2009	698974 CLOW ONSYSTEM DEL TO: March 31, 2010	0	8972	0
153808 ANRPL STORAGE FACILITIES FROM: April 01, 2009	698974 CLOW ONSYSTEM DEL TO: October 31, 2009	0	0	0
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2008	698974 CLOW ONSYSTEM DEL TO: March 31, 2009	0	8972	0