TransCanada
In business to deliver

April 1, 2008

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

Re: ANR Pipeline Company
Negotiated Rate Agreement
Docket No. RP99-301-___

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act ("NGA") and Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. Part 154, ANR Pipeline Company ("ANR") hereby tenders for filing and acceptance an original and five (5) copies of an amendment to two (2) Rate Schedule FTS-1 negotiated rate agreements and one (1) Rate Schedule ETS negotiated rate agreement ("Agreements") between ANR and Wisconsin Public Service Corporation ("Contract Nos. 104404, 106199 (FTS-1) and 106322 ("ETS")"). ANR requests that the Commission approve the Amended Contracts to be effective on April 1, 2008.

Statement of Nature, Reasons and Basis For the Filing

The purpose of this filing is to modify Contract Nos. 104404, 106199 and 106322[1] effective April 1, 2008, as follows: in Contract No. 104404, ANR has agreed under Section 3 of the contract ("Contract Quantities") to remove language regarding change in Transporters Use % and under Section 8 of the contract ("Further Agreement") replace Section 8K with "None". In Contract No. 106199, ANR has agreed under Section 3 of the contract ("Contract Quantities") to remove language regarding change in Transporters Use % and under Section 8 of the contract ("Further Agreement") replace Section 8I with "None". In Contract No. 106322, ANR has agreed under Section 3 of the contract ("Contract Quantities") to remove language regarding change in Transporters Use % and under Section 8 of the contract ("Further Agreement") replace Section 8I with "None".

With regard to the requirements for negotiated rate filings, the Commission has stated that, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed by the pipeline's filing." Columbia Gulf Transmission Company, 85 FERC ¶ 61,373, at 62,424 (1998). ANR advises that no undisclosed agreements, etc., are linked to the Amended Contracts submitted herein.

[1] Contract No. 104404 was approved by the Commission effective 4/1/03 at Docket No. RP99-301-003 and Contract Nos. 106199 and 106322 were approved by the Commission effective 6/1/01 at Docket No. RP99-301-016.

Pursuant to Section 30.2 of the General Terms and Conditions of ANR's FERC Gas Tariff, ANR hereby tenders the Amended Contracts and requests that the Commission approve the Amended Contracts to go into effect on April 1, 2008[2].

Material Enclosed

In accordance with 18 C.F.R. §154.7(a)(1), ANR states that the following items are included in this filing:

(1) The instant transmittal letter; and

(2) A paper copy of the subject Amended Contracts.

Pursuant to 18 C.F.R. Section 385.2011 of the Commission's regulations, the undersigned states that the contents of the paper copies attached are true to the best of their knowledge and belief.

Service and Correspondence

The undersigned certifies that a copy of this filing has been mailed to each of ANR's customers and affected state regulatory commissions in accordance with Section 154.208 of the Commission's regulations. In addition, a copy of this filing is available for public inspection during regular business hours in ANR's office at 717 Texas Street, Houston, Texas 77002-2761.

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

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

Robert D. Jackson
Director, Rates and Regulatory Affairs
ANR Pipeline Company
717 Texas Street
Houston, Texas 77002-2761
Tel. (832) 320-5487
Fax (832) 320-5555
robert_jackson@transcanada.com

[2] ANR is also submitting a redlined version of the Amended Contracts illustrating the changes that have been made.

Effective Date

ANR respectfully requests that the Commission grant all waivers of its regulations and ANR's FERC Gas Tariff necessary to accept this filing and approve the Amended Contracts to be effective April 1, 2008.

Any questions regarding this filing may be directed to the undersigned at (832) 320-5503.

Respectfully submitted,

ANR PIPELINE COMPANY

Dean Ferguson
Vice President, Marketing and
Business Development

Contract No: 104404
Amendment No: 09

AMENDMENT

Date: March 18, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

FTS-1 Contract No. 104404 dated January 19, 2000 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

1) To replace Section 3 in its entirety with the following:

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.

2) To replace Further Agreement Section 8. K. in its entirety with the following:

8. K. None

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Contract No: 104404
Amendment No: 09

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

WISCONSIN PUBLIC SERVICE CORP.
"Shipper"

By: Charles A. Schrock

Title: President

Date: 3/19/08

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E. Pollard

Title: Director,-Transportation Services

Date: 3/20/08

AB 3-19-08
DJ 3-20-08

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

Contract No: 104404
Rate Schedule: FTS-1
Contract Date: January 19, 2000
Amendment Date: March 18, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: November 01, 2009	153808 ANRPL STORAGE FACILITIES TO: March 31, 2010	0	0	0
103702 S W HEADSTATION FROM: April 01, 2009	153808 ANRPL STORAGE FACILITIES TO: October 31, 2009	0	0	52534
103702 S W HEADSTATION FROM: November 01, 2008	153808 ANRPL STORAGE FACILITIES TO: March 31, 2009	0	0	0
103702 S W HEADSTATION FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	52534
103702 S W HEADSTATION FROM: November 01, 2007	153808 ANRPL STORAGE FACILITIES TO: March 31, 2008	0	0	0
103702 S W HEADSTATION FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	52534
103702 S W HEADSTATION FROM: November 01, 2006	153808 ANRPL STORAGE FACILITIES TO: March 31, 2007	0	0	0
103702 S W HEADSTATION FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	52694
103702 S W HEADSTATION FROM: November 01, 2005	153808 ANRPL STORAGE FACILITIES TO: March 31, 2006	0	0	0
103702 S W HEADSTATION FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	52956

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

Contract No: 104404
Rate Schedule: FTS-1
Contract Date: January 19, 2000
Amendment Date: March 18, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: November 01, 2004	153808 ANRPL STORAGE FACILITIES TO: March 31, 2005	0	0	0
103702 S W HEADSTATION FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	53026
103702 S W HEADSTATION FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: March 31, 2004	0	0	52966

Date: October 6, 2004

Contract No.: 104404
Amendment No. 05

FTS-1 SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by **ANR PIPELINE COMPANY** (Transporter) and **WISCONSIN PUBLIC SERVICE CORPORATION** (Shipper) effective November 1, 2004. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 1, 2001.

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

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

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

   284G

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

3. **CONTRACT QUANTITIES:**

   Primary Route- See Exhibit attached hereto

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

~~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 make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.~~

4. **TERM OF AGREEMENT:**

November 1, 2004 to

March 31, 2010

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

Date: October 6, 2004 **Contract No.: 104404**
Amendment No. 05

7. **NOTICES:**

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

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

8. **FURTHER AGREEMENT:**

A. Notwithstanding anything to the contrary in Section 5, Transportation under this agreement for the period of November 1, 2004 to March 31, 2010 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to $9.2500 In addition, Shipper will be charged a Commodity Charge equal to $0.0160 The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." 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.

B. In addition to the Effective Rates stated in Paragraph 8.A above, Shipper will pay the ACA charge at the rate approved by the FERC. The ACA surcharge is herein referred to as "Current Surcharge".

C. Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of the Current Surcharge, or any new surcharges not in effect as of November 5, 1999 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 1600, 5450, 5500, 12000, 30800, 99515, 100327, 104403 and 104405 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments made and reductions undertaken pursuant to sections 35.3 and 35.4 of Transporter's FERC Gas Tariff, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 1600, 5450, 5500, 12000, 30800, 99515, 100327, 104403 and 104405 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper

and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.

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

D. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.

E. Except as provided in Paragraphs 8.B, 8.C and 8.C.1, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.

F. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.

G. Shipper shall be entitled to elect reduction options under 35.3 (Regulatory Unbundling Order) and 35.4 (Sole Supply Customer) of Transporter's Tariff.

H. If Shipper desires to increase its contract quantities prior to expiration of this Agreement, Shipper shall request such increased service from Transporter pursuant to its tariff. If capacity is available and construction of facilities is not required

Transporter agrees that the rate for the Primary Route from S W Headstation to ANR Storage Facilities and any secondary routes within the zones traversed shall be the lesser of a Monthly Reservation Rate of $ 9.2500 per dth and a Commodity Rate of $0.0160 per dth or Transporter's maximum tariff rates. All surcharges will be applicable pursuant to the provisions in Sections 8.B, 8.C and 8.C.1.

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

I. Transporter may, in its sole discretion, after consultation with Shipper, 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.

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

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

Date: October 6, 2004

Contract No.: 104404
Amendment No. 05

K. ~~If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.~~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 PUBLIC SERVICE CORPORATION

BY: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: _____

Date: _____

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

Contract No: 104404
Rate Schedule: FTS-1
Contract Date: January 19, 2000
Amendment Date: October 06, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: March 31, 2010	0	0	53026
103702 S W HEADSTATION FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: March 31, 2004	0	0	52966

Contract No: 106199
Amendment No: 08

AMENDMENT

Date: March 18, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

FTS-1 Contract No. 106199 dated June 01, 2001 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

1) To replace Section 3 in its entirety with the following:

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.

2) To replace Further Agreement Section 8. I. in its entirety with the following:

8. I. None

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Contract No: 106199
Amendment No: 08

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

WISCONSIN PUBLIC SERVICE CORP.
"Shipper"

By: Charles A. Schrock

Title: President

Date: 3/19/08

ANR PIPELINE COMPANY
"Transporter"

By: Joyce E Pollard

Title: Director,-Transportation Services

Date: 3/20/08

3-19-08
3-20-08

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

Contract No: 106199
Rate Schedule: FTS-1
Contract Date: June 01, 2001
Amendment Date: March 18, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: October 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
103702 S W HEADSTATION FROM: May 01, 2008	153808 ANRPL STORAGE FACILITIES TO: September 30, 2008	0	0	5577
103702 S W HEADSTATION FROM: October 01, 2007	153808 ANRPL STORAGE FACILITIES TO: April 30, 2008	0	0	0
103702 S W HEADSTATION FROM: May 01, 2007	153808 ANRPL STORAGE FACILITIES TO: September 30, 2007	0	0	5577
103702 S W HEADSTATION FROM: October 01, 2006	153808 ANRPL STORAGE FACILITIES TO: April 30, 2007	0	0	0
103702 S W HEADSTATION FROM: July 01, 2006	153808 ANRPL STORAGE FACILITIES TO: September 30, 2006	0	0	5584
103702 S W HEADSTATION FROM: May 01, 2006	153808 ANRPL STORAGE FACILITIES TO: June 30, 2006	0	0	5584
103702 S W HEADSTATION FROM: October 01, 2005	153808 ANRPL STORAGE FACILITIES TO: April 30, 2006	0	0	0
103702 S W HEADSTATION FROM: May 01, 2005	153808 ANRPL STORAGE FACILITIES TO: September 30, 2005	0	0	5603
103702 S W HEADSTATION FROM: October 01, 2004	153808 ANRPL STORAGE FACILITIES TO: April 30, 2005	0	0	0

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

Contract No: 106199
Rate Schedule: FTS-1
Contract Date: June 01, 2001
Amendment Date: March 18, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: May 01, 2004	153808 ANRPL STORAGE FACILITIES TO: September 30, 2004	0	0	5601
103702 S W HEADSTATION FROM: October 01, 2003	153808 ANRPL STORAGE FACILITIES TO: April 30, 2004	0	0	0
103702 S W HEADSTATION FROM: May 01, 2003	153808 ANRPL STORAGE FACILITIES TO: September 30, 2003	0	0	5599
103702 S W HEADSTATION FROM: October 01, 2002	153808 ANRPL STORAGE FACILITIES TO: April 30, 2003	0	0	0
103702 S W HEADSTATION FROM: May 01, 2002	153808 ANRPL STORAGE FACILITIES TO: September 30, 2002	0	0	5597
103702 S W HEADSTATION FROM: October 01, 2001	153808 ANRPL STORAGE FACILITIES TO: April 30, 2002	0	0	0
103702 S W HEADSTATION FROM: June 01, 2001	153808 ANRPL STORAGE FACILITIES TO: September 30, 2001	0	0	5599

Date: October 6, 2004

Contract No.: 106199
Amendment 4

FTS-1 SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by **ANR PIPELINE COMPANY** (Transporter) and **WISCONSIN PUBLIC SERVICE CORPORATION** (Shipper) effective November 1, 2004. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 1, 2001.

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

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

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

   284G

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

3. **CONTRACT QUANTITIES:**

   Primary Route - see Exhibit attached hereto.

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

   ~~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: October 6, 2004

Contract No.: 106199
Amendment 4

TERM OF AGREEMENT:

November 01, 2004 to

October 31, 2008

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

Date: October 6, 2004

Contract No.: 106199
Amendment 4

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, SEASONAL 2

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

8. **FURTHER AGREEMENT:**

A. Notwithstanding anything to the contrary in Section 5, Transportation under this agreement for the period of November 1, 2004 to October 31, 2008 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to $8.695. In addition, Shipper will be charged a Commodity Charge equal to $0.0160. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." 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.

B. In addition to the Effective Rates stated in Paragraph 8.A above, Shipper will pay the ACA charge at the rate approved by the FERC. The ACA surcharge is herein referred to as "Current Surcharge".

C. Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of the Current Surcharge, or any new surcharges not in effect as of May 1, 2001 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 106178, 106179, 106192, 106200, 106322, 106323, 106324, and 106325 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments undertaken, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 106178, 106179, 106192, 106200, 106322, 106323, 106324, and 106325 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.

C.1 Transporter shall be entitled to collect from Shipper Governmental Authority surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a government authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge

would constitute such a surcharge. Again, by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of May 1, 2001, Governmental Authority Surcharges. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

D. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.

E. Except as provided in Paragraphs 8.B., 8.C and 8.C.1., these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.

F. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.

G. Shipper shall have the option to extend the term of this Agreement in five (5) year increments, subject to then applicable Tariff provisions and maximum rates, by giving written notice to Transporter nine (9) months prior to the termination date in effect at the time such notice is given. To the extent that this Agreement provides for different termination dates for different volumes, as set forth on the Primary Route Exhibit attached hereto, Shipper's option to extend the term of this Agreement in five (5) year increments and any other rollover or extension rights to which Shipper is entitled shall apply to each volume of capacity as it terminates without regard to the term of other volumes of capacity subject to this contract.

H. Transporter may, in its sole discretion, after consultation with Shipper, 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.

I. ~~If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.~~None

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

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

Date: October 6, 2004

Contract No.: 106199
Amendment 4

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

SHIPPER: WISCONSIN PUBLIC SERVICE CORP.

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Services

Date: _____

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

Contract No: 106199
Rate Schedule: FTS-1
Contract Date: June 01, 2001
Amendment Date: October 06, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: October 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	0
103702 S W HEADSTATION FROM: May 01, 2008	153808 ANRPL STORAGE FACILITIES TO: September 30, 2008	0	0	5601
103702 S W HEADSTATION FROM: October 01, 2007	153808 ANRPL STORAGE FACILITIES TO: April 30, 2008	0	0	0
103702 S W HEADSTATION FROM: May 01, 2007	153808 ANRPL STORAGE FACILITIES TO: September 30, 2007	0	0	5601
103702 S W HEADSTATION FROM: October 01, 2006	153808 ANRPL STORAGE FACILITIES TO: April 30, 2007	0	0	0
103702 S W HEADSTATION FROM: May 01, 2006	153808 ANRPL STORAGE FACILITIES TO: September 30, 2006	0	0	5601
103702 S W HEADSTATION FROM: October 01, 2005	153808 ANRPL STORAGE FACILITIES TO: April 30, 2006	0	0	0
103702 S W HEADSTATION FROM: May 01, 2005	153808 ANRPL STORAGE FACILITIES TO: September 30, 2005	0	0	5601

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

Contract No: 106199
Rate Schedule: FTS-1
Contract Date: June 01, 2001
Amendment Date: October 06, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702 S W HEADSTATION FROM: May 01, 2005	153808 ANRPL STORAGE FACILITIES TO: September 30, 2005	0	0	5601
103702 S W HEADSTATION FROM: October 01, 2004	153808 ANRPL STORAGE FACILITIES TO: April 30, 2005	0	0	0
103702 S W HEADSTATION FROM: May 01, 2004	153808 ANRPL STORAGE FACILITIES TO: September 30, 2004	0	0	5601
103702 S W HEADSTATION FROM: October 01, 2003	153808 ANRPL STORAGE FACILITIES TO: April 30, 2004	0	0	0
103702 S W HEADSTATION FROM: May 01, 2003	153808 ANRPL STORAGE FACILITIES TO: September 30, 2003	0	0	5599
103702 S W HEADSTATION FROM: October 01, 2002	153808 ANRPL STORAGE FACILITIES TO: April 30, 2003	0	0	0
103702 S W HEADSTATION FROM: May 01, 2002	153808 ANRPL STORAGE FACILITIES TO: September 30, 2002	0	0	5597
103702 S W HEADSTATION FROM: October 01, 2001	153808 ANRPL STORAGE FACILITIES TO: April 30, 2002	0	0	0

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

Contract No: 106199
Rate Schedule: FTS-1
Contract Date: June 01, 2001
Amendment Date: October 06, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
103702	153808	0	0	5599
S W HEADSTATION	ANRPL STORAGE FACILITIES			
	FROM: June 01, 2001TO: September 30, 2001			

Contract No: 106322
Amendment No: 07

AMENDMENT

Date: March 18, 2008

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN PUBLIC SERVICE CORP.

ETS Contract No. 106322 dated June 01, 2001 ("Agreement") between Transporter and Shipper is amended effective April 01, 2008 as follows:

1) To replace Section 3 in its entirety with the following:

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.

2) To replace Further Agreement Section 8. I. in its entirety with the following:

8. I. None

PAGE 10/13 * RCVD AT 3/18/2008 12:06:53 PM [Central Daylight Time] * SVR:RIGHTFAX/22 * DNIS:4306806 * CSID: * DURATION (mm-ss):01-36

Contract No: 106322
Amendment No: 07

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

WISCONSIN PUBLIC SERVICE CORP.
"Shipper"

By: Charles A. Schrock

Title: President

Date: 3/19/08

ANR PIPELINE COMPANY
"Transporter"

By: Joseph E Pollard

Title: Director,-Transportation Services

Date: 3/20/08

AB 3-19-08
CS 3-20-08

PAGE 11/13 * RCVD AT 3/18/2008 12:06:53 PM [Central Daylight Time] * SVR:RIGHTFAX/22 * DNIS:4306806 * CSID: * DURATION (mm-ss):01-36

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

Contract No: 106322
Rate Schedule: ETS
Contract Date: June 01, 2001
Amendment Date: March 18, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139258 WPSC - GROUP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	13767
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: March 31, 2008	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	13767
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139258 WPSC - GROUP 1 TO: March 31, 2007	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	13810
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139258 WPSC - GROUP 1 TO: March 31, 2006	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	13878
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139258 WPSC - GROUP 1 TO: March 31, 2005	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	13896
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139258 WPSC - GROUP 1 TO: March 31, 2004	0	39600	0

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

Contract No: 106322
Rate Schedule: ETS
Contract Date: June 01, 2001
Amendment Date: March 18, 2008

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139258 WPSC - GROUP 1 FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: October 31, 2003	0	0	13881
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2002	139258 WPSC - GROUP 1 TO: March 31, 2003	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2002	153808 ANRPL STORAGE FACILITIES TO: October 31, 2002	0	0	13874
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2001	139258 WPSC - GROUP 1 TO: March 31, 2002	0	39600	0
139258 WPSC - GROUP 1 FROM: June 01, 2001	153808 ANRPL STORAGE FACILITIES TO: October 31, 2001	0	0	13874

Date: October 6, 2004

Contract No.: 106322
Amendment 3

ETS SERVICE AGREEMENT

This AMENDED AND RESTATED AGREEMENT is entered into by **ANR PIPELINE COMPANY** (Transporter) and **WISCONSIN PUBLIC SERVICE CORPORATION** (Shipper) effective November 1, 2004. The provisions contained in this **AMENDED AND RESTATED AGREEMENT** represent the Agreement between the parties in its entirety and supercedes any prior agreements associated with services provided hereunder, including the agreement with the same contract number dated June 1, 2001.

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: October 6, 2004

Contract No.: 106322
Amendment 3

TERM OF AGREEMENT:

November 01, 2004 to

October 31, 2008

5. **RATES:**

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

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

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

Date: October 6, 2004

Contract No.: 106322
Amendment 3

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
P.O. BOX 19002
GREEN BAY, WI 54307-9002
Attention: ACCOUNTS PAYABLE, ANNUAL 2

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

8. **FURTHER AGREEMENT:**

A. Notwithstanding anything to the contrary in Section 5, Transportation under this agreement for the period of November 1, 2004 to October 31, 2008 for Transportation Service under this Agreement, Shipper will be charged a Base Tariff Reservation Rate ("Monthly Reservation Charge") equal to $4.5665. In addition, Shipper will be charged a Commodity Charge equal to $0.0075. The Monthly Reservation Charge and Commodity Charge shall herein be referred to as "Effective Rates." 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.

B. In addition to the Effective Rates stated in Paragraph 8.A above, Shipper will pay the ACA charge at the rate approved by the FERC. The ACA surcharge is herein referred to as "Current Surcharge".

C. Except as specifically provided herein, beginning June 1, 2001, Shipper shall not pay any surcharges in excess of the Current Surcharge, or any new surcharges not in effect as of May 1, 2001 ("Additional Surcharges"). If Transporter is required by FERC or any other regulatory body to impose such Additional Surcharges on Shipper, Transporter agrees that it will adjust, upward or downward, the applicable Monthly Reservation Charges under this Agreement and/or Agreement Nos. 106178, 106179, 106192, 106199, 106200, 106323, 106324, and 106325 to assure that the parties remain Revenue Neutral. Revenue Neutral means that, for the applicable month, taking in to account permanent assignments undertaken, the total amount paid to Transporter in that month is the same as would have been paid to Transporter for services actually provided under this Agreement and Agreement Nos. 106178, 106179, 106192, 106199, 106200, 106323, 106324, and 106325 based on the applicable Effective Rates with no Additional Surcharges being imposed. Transporter will calculate, and Shipper shall verify using actual monthly data, the positive or negative difference calculated on a monthly basis between the amounts charged and the amount required to be charged so that each party will remain Revenue Neutral. Transporter will reflect such net differences in billing statements to Shipper as soon as reasonably practical. By December 1 and May 1 of each year, any net differential outstanding, derived by netting the monthly positive and negative differences, not yet reflected in billing statements to Shipper for the previous five (5) month or seven (7) month periods, as applicable, will be applied as either a credit or a debit to the succeeding month's (January or June, as applicable) invoice. Notwithstanding the foregoing, Transporter may be entitled to collect from Shipper surcharges that Transporter is required by FERC or any other regulatory body to impose on Shipper and other similarly situated shippers when monies collected are remitted to a governmental authority ("Governmental Authority Surcharge") only as described in Paragraph 8.C.1 below.

C.1 Transporter shall be entitled to collect from Shipper Governmental Authority surcharges only if such surcharge is mandated by FERC or other regulatory body to be recovered from Shipper and similarly situated shippers on a uniform basis applied to all interstate natural gas pipelines and is required to be remitted to a government authority or third party. Such surcharge shall not be paid if it is associated with Transporter's costs of providing transportation, storage and no-notice services pursuant to all underlying service agreements. By way of example, the ACA surcharge

would constitute such a surcharge. Again, by way of example, because collection is not mandated by the FERC, GRI surcharges do not constitute, as of May 1, 2001, Governmental Authority Surcharges. New surcharges that are specific to Transporter's system and/or that have any relationship to the costs of operating Transporter's pipeline system, storage facilities, etc. and/or that have any relationship to costs paid by Transporter for services on other pipeline systems are not Governmental Authority Surcharges.

D. For all transportation service under this Agreement, Shipper and any Replacement Shipper(s) shall have the right to utilize any Secondary Receipt Points and Secondary Delivery Points at the applicable Effective Rates, plus any incremental zone charges at applicable FERC Gas Tariff rates.

E. Except as provided in Paragraphs 8.B.,8.C and 8.C.1, these rates shall remain fixed during the term of this Agreement and will not be subject to change or modification in a rate case filed pursuant to Section 4 of the Natural Gas Act.

F. Transporter hereby waives Section 22.2 of its FERC Gas Tariff and grants Shipper the right of first refusal as provided in Section 22.

G. Shipper shall have the option to extend the term of this Agreement in five (5) year increments, subject to then applicable Tariff provisions and maximum rates, by giving written notice to Transporter nine (9) months prior to the termination date in effect at the time such notice is given. To the extent that this Agreement provides for different termination dates for different volumes, as set forth on the Primary Route Exhibit attached hereto, Shipper's option to extend the term of this Agreement in five (5) year increments and any other rollover or extension rights to which Shipper is entitled shall apply to each volume of capacity as it terminates without regard to the term of other volumes of capacity subject to this contract.

H. Transporter may, in its sole discretion, after consultation with Shipper, 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.

I. ~~If fuel charges are applicable pursuant to the provisions of Transporter's FERC Gas Tariff, services provided under this Agreement shall be subject to applicable Transporter's Use % retentions as specified and in effect from time to time in Transporter's FERC Gas Tariff.~~None

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

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

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

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

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

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

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

SHIPPER: WISCONSIN PUBLIC SERVICE CORP.

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

Title: Director, Transportation Services

Date: _____

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

Contract No: 106322
Rate Schedule: ETS
Contract Date: June 01, 2001
Amendment Date: October 06, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139258 WPSC - GROUP 1 FROM: April 01, 2008	153808 ANRPL STORAGE FACILITIES TO: October 31, 2008	0	0	13896
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2007	139258 WPSC - GROUP 1 TO: March 31, 2008	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2007	153808 ANRPL STORAGE FACILITIES TO: October 31, 2007	0	0	13896
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2006	139258 WPSC - GROUP 1 TO: March 31, 2007	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2006	153808 ANRPL STORAGE FACILITIES TO: October 31, 2006	0	0	13896
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2005	139258 WPSC - GROUP 1 TO: March 31, 2006	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2005	153808 ANRPL STORAGE FACILITIES TO: October 31, 2005	0	0	13896
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2004	139258 WPSC - GROUP 1 TO: March 31, 2005	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2004	153808 ANRPL STORAGE FACILITIES TO: October 31, 2004	0	0	13896
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2003	139258 WPSC - GROUP 1 TO: March 31, 2004	0	39600	0

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

Contract No: 106322
Rate Schedule: ETS
Contract Date: June 01, 2001
Amendment Date: October 06, 2004

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
139258 WPSC - GROUP 1 FROM: April 01, 2003	153808 ANRPL STORAGE FACILITIES TO: October 31, 2003	0	0	13881
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2002	139258 WPSC - GROUP 1 TO: March 31, 2003	0	39600	0
139258 WPSC - GROUP 1 FROM: April 01, 2002	153808 ANRPL STORAGE FACILITIES TO: October 31, 2002	0	0	13874
153808 ANRPL STORAGE FACILITIES FROM: November 01, 2001	139258 WPSC - GROUP 1 TO: March 31, 2002	0	39600	0
139258 WPSC - GROUP 1 FROM: June 01, 2001	153808 ANRPL STORAGE FACILITIES TO: October 31, 2001	0	0	13874