



November 1, 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

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Re: ANR Pipeline Company
Negotiated Rate Agreements
Docket No. RP14- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance revised tariff section “Part 1 – Table of Contents” to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and certain tariff records that include two (2) negotiated rate service agreements and two (2) negotiated rate service amendments, all of which are listed and included at Appendix A.² ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments to be effective November 1, 2013.

¹ 18 C.F.R. Part 154 (2013).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements... need not be divided, but can be filed as entire documents.” The tariff records include two (2) Rate Schedule FTS-1 agreements (“Agreements”), and two (2) Rate Schedule ETS agreement amendments (“Amendments”). ANR has elected to file the Agreements and Amendments included herein as whole documents, in PDF format.

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
ANR Pipeline Company	717 Texas Street, Suite 2400
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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

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved, subject to conditions, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the referenced Agreements and Amendments. ANR advises that no undisclosed agreements, etc., are linked to the Agreements and Amendments, which are included herein at Appendix A.⁴ Furthermore, the Agreements do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.⁵ Prior versions of the Amendments, which contained non-conforming provisions, were filed with the Commission in Docket No. RP13-1366-000.⁶

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

⁴ ANR has elected to report the Agreements and Amendments by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Agreements and Amendments provide all of the information required by Section 6.27 of ANR's Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

⁵ Specifically, Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules.

⁶ On September 30, 2013, in Docket No. RP13-1366-000, ANR filed earlier versions of the Amendments with the Commission as non-conforming agreements with negotiated rates. Those Amendments were approved on October 23, 2013. *ANR Pipeline Company*, Docket No. RP13-1366-000 (October 23, 2013) (unpublished Director's Letter Order). The Amendments filed herein and included at Appendix A supersede those Amendments previously approved by the Commission and reflect revised receipt points compared to those Amendments precedent.

Agreements

ANR hereby submits the Agreements, as more fully described below:

- ANR is filing Nexen Marketing U.S.A. Inc. (“Nexen”) Contract No. 113536 as a Rate Schedule FTS-1 (“FTS-1”) negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.2500 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR’s Tariff. Contract No. 113536 is included in Appendix A as tariff record 8.32.⁷
- ANR is filing Nexen Contract No. 113543 as an FTS-1 negotiated rate service agreement because the parties have agreed that the rate components for the Primary Route MDQ as listed in the Primary Route Exhibit shall include a Fixed Monthly Reservation Rate of \$4.2500 per Dth and the applicable Commodity Rate. This rate shall be inclusive of any other applicable fees or surcharges in accordance with ANR’s Tariff. Contract No. 113543 is included in Appendix A as tariff record 8.33.⁸

Amendments

ANR is filing the Amendments to reflect a revision to two (2) negotiated rate agreements between ANR and Wisconsin Gas LLC (“Wisconsin Gas”),⁹ as more fully described below:

- ANR has agreed to allow Wisconsin Gas to change its primary receipt point for Rate Schedule ETS (“ETS”) negotiated rate Contract No. 107784 to Alliance/ANR INT #277072 effective November 1, 2013, and has updated the Primary Route Exhibit to reflect this change. Contract No. 107784 is included in Appendix A as tariff record 9.25.
- ANR has agreed to allow Wisconsin Gas to change its primary receipt point for negotiated rate ETS Contract No. 108014 to Alliance/ANR INT #277072 effective November 1, 2013, and has updated the Primary Route Exhibit to reflect this change. Contract No. 108014 is included in Appendix A as tariff record 9.27.

⁷ On May 21, 2010, in Docket No. RP10-753-000, Nexen and J. Aron & Company (“J. Aron”) (collectively, the “Petitioners”) filed a Joint Petition for Temporary Waivers of Capacity Release Regulations and Related Pipeline Tariff Provisions. Petitioners filed for the waivers in order to facilitate Nexen’s exit of its U.S. physical natural gas marketing and trading business by the transfer of its related assets as an integrated package to J. Aron. The Nexen contract described herein is included in the schedule of transportation contracts that are to be transferred effective as of the “Closing Date” as defined in the Business Sale Agreement between Nexen and J. Aron. That agreement specified August 1, 2010, as the Closing Date if certain conditions were satisfied, including the waivers sought by the Petitioners in Docket No. RP10-753-000. On June 29, 2010, the Commission granted the Petitioners’ request for the temporary waivers (*Petitioners*, 131 FERC ¶ 61,282) (2010).

⁸ *Ibid.*

⁹ See footnote #6. ANR previously filed the Amendments with the Commission as non-conforming agreements with negotiated rates in Docket No. RP13-1366-000.

To conform with Order No. 714, ANR is submitting the Agreements and Amendments¹⁰ individually and in their entirety as tariff records. Each tariff record includes the original agreement and any subsequent amendments, and excludes any superseded or expired amendments. A marked version of the Amendments is provided in Appendix C. Additionally, revised Section 1 - Table of Contents is submitted herein at Appendix A to reflect the housing of the Agreements in ANR's Tariff. ANR is requesting that the Commission approve the tariff section, Agreements (submitted herein in Appendix A as tariff records 8.32 and 8.33), and Amendments (submitted herein in Appendix A as tariff records 9.25 and 9.27), to be effective November 1, 2013.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission approve the tariff section, Agreements, and Amendments included in Appendix A to be effective November 1, 2013, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.¹¹

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. A clean tariff section, and tariff records (Appendix A);

¹⁰ Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

¹¹ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

3. A marked tariff section (Appendix B); and
4. Marked versions of the Amendments (Appendix C).

Certificate of Service

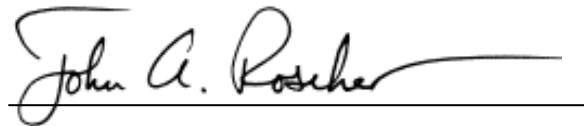
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for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

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

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

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink, reading "John A. Roscher", is written over a 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 Section</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.25.0.1

Tariff Records

Section 8 – Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.32	Nexen Marketing U.S.A. Inc.	FTS-1	#113536	v.0.0.0
8.33	Nexen Marketing U.S.A. Inc.	FTS-1	#113543	v.0.0.0

Section 9 - Non-Conforming Agreements with Negotiated Rates

9.25	Wisconsin Gas LLC	ETS	#107784	v.1.0.0
9.27	Wisconsin Gas LLC	ETS	#108014	v.1.0.0

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
Reserved For Future Use.....	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
Integrays Energy Services, Inc. FTS-1 Agmt (#122183)	8.7
Integrays Energy Services, Inc. FTS-1 Agmt (#122184)	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

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
Integrys Energy Services, Inc. FTS-1 Agmt (#122185)	8.30
DPL Energy, LLC FTS-1 Agmt (#122901)	8.31
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113536)	8.32
Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113543)	8.33

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
Wisconsin Public Service Corporation ETS Agmt (#5500)	9.23
Wisconsin Public Service Corporation FTS-1 Agmt (#12000)	9.24
Wisconsin Gas LLC ETS Agmt (#107784)	9.25
Wisconsin Electric Power Company ETS Agmt (#107896)	9.26
Wisconsin Gas LLC ETS Agmt (#108014)	9.27
City Gas Company FTS-1 Agmt (#109610)	9.28

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
Reserved For Future Use.....	10.4
Reserved For Future Use.....	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

Firm Transportation Service Agreement
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.
(#113536)

Agreement Effective Date: November 1, 2013

Date: July 11, 2007

Contract No.: 113536

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NEXEN MARKETING U.S.A. INC. (Shipper).

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

November 01, 2013 to March 31, 2014

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,

Date: July 11, 2007

Contract No.: 113536

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 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 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
717 TEXAS AVENUE
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: MERRILL SCHMITT

Telephone: 403-699-4090
Fax: 403-699-5752

Date: July 11, 2007

Contract No.: 113536

INVOICES AND STATEMENTS:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: GAS ACCOUNTING

Telephone: 403-699-4028
Fax: 403-699-5705

8. FURTHER AGREEMENT:

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

Secondary Receipt(s): None
Secondary Delivery(ies): None

- B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1 service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components


Date: July 11, 2007

Contract No.: 113536

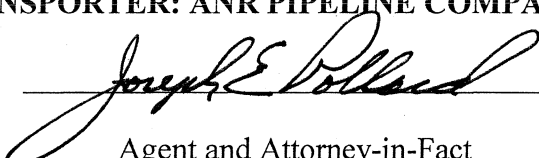
shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

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: NEXEN MARKETING U.S.A. INC.

By: 
Title: Director, Marketing & Structured Products
Date: July 31, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By: 
Title: Agent and Attorney-in-Fact
Date: 8/6/07

edc 8/2/07.
ed 8/6/07

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NEXEN MARKETING U.S.A. INC. (Shipper)**

Contract No: 113536
Rate Schedule: FTS-1
Contract Date: July 11, 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, 2013	243097 ANR JOLIET HUB TO: March 31, 2014	0	26712	0

Firm Transportation Service Agreement
Rate Schedule FTS-1

Nexen Marketing U.S.A. Inc.
(#113543)

Agreement Effective Date: November 1, 2013

Date: July 12, 2007

Contract No.: 113543

FTS - 1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and NEXEN MARKETING U.S.A. INC. (Shipper).

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

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

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

284G

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

Primary Route- See Exhibit attached hereto

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

4. **TERM OF AGREEMENT:**

November 01, 2013 to March 31, 2014

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,

Date: July 12, 2007

Contract No.: 113543

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 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 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
717 TEXAS AVENUE
HOUSTON, TX 77002
Attention: TRANSPORTATION SERVICES

SHIPPER:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: MERRILL SCHMITT

Telephone: 403-699-4090
Fax: 403-699-5752

Date: July 12, 2007

Contract No.: 113543

INVOICES AND STATEMENTS:

NEXEN MARKETING U.S.A. INC.
801 7TH AVE. SW
SUITE 1700
CALGARY ALBERTA, CD T2P 3P7
Attention: GAS ACCOUNTING

Telephone: 403-699-4028
Fax: 403-699-5705

8. FURTHER AGREEMENT:

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

Secondary Receipt(s): None
Secondary Delivery(ies): None

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under FTS-1service. 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. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission


Date: July 12, 2007

Contract No.: 113543

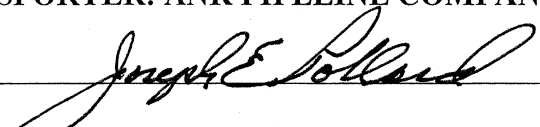
Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

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: NEXEN MARKETING U.S.A. INC.

By:  Chris J. Camirand
Title: Director, Marketing and Structured Products
Date: July 31, 2007

TRANSPORTER: ANR PIPELINE COMPANY

By: 
Title: Agent and Attorney-in-Fact
Date: 8/6/07

edc 8/2/07.
EJ 8/6/07

PRIMARY ROUTE EXHIBIT

**To Agreement Between
ANR PIPELINE COMPANY (Transporter)
AND NEXEN MARKETING U.S.A. INC. (Shipper)**

Contract No: 113543
Rate Schedule: FTS-1
Contract Date: July 12, 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, 2013	243097 ANR JOLIET HUB TO: March 31, 2014	0	20000	0

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#107784)

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

Amendment No. 09 Effective Date: November 1, 2013

Amendment No. 10 Effective Date: November 1, 2013

Date: September 27, 2004

Contract No.: 107784
Amendment No: 3

ETS SERVICE AGREEMENT

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

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

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

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

284G

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

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

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

Date: September 27, 2004

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

RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: September 27, 2004

Contract No.: 107784
Amendment No: 3

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

8. FURTHER AGREEMENT:

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

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

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

Date: September 27, 2004

Contract No.: 107784

Amendment No: 3

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

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

Date: September 27, 2004

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

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

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this Agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing made on 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Section 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

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

Date: September 27, 2004

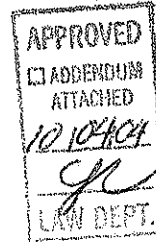
Contract No.: 107784

Amendment No: 3

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

SHIPPER: WISCONSIN GAS LLC

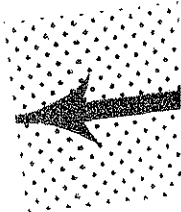
By: Peter Newman
Title: Peter Newman
General Manager-Gas Planning
Date: 2-18-2005



TRANSPORTER: ANR PIPELINE COMPANY

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

Smg
PR-3/1/05



Contract No: 107784
Amendment No: 09

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

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

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

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

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

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

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

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

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

Contract No: 107784
Amendment No: 09

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

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

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

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

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

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

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

Wisconsin Gas Share	32.15% or \$46,517.03 per month
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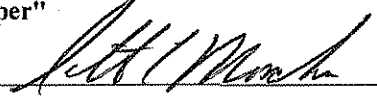
- b) If the in-service date of the MRP Facilities occurs later than November 1, 2013, the incremental monthly surcharge shall not be adjusted but recovery will take place in the period commencing with the in-service date of the MRP Facilities and continuing through October 31, 2023.
- c) If the MRP Facilities Cost Recovery Period does not commence on the first day of a month, the first monthly surcharge payment will be prorated based on the number of days remaining in the month.
- d) Transporter will collect this Surcharge through Shipper's contract No. 108014.
- C. The mutually agreed upon rate for the use of any point not listed in Paragraph A above shall be Transporter's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under ETS service. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's FERC Gas Tariff.
- D. Shipper shall be entitled to the Right of First Refusal provided for in Section 6.22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2.
- E. Shipper and Transporter have agreed to move the primary receipt point for contract MDQ to Will County (246067). The effective date of the move will be the first day of the next month that is at least 30 days after the in-service date of the MRP Facilities (but not earlier than November 1, 2013); provided, however, in the event the effective date would occur during the months of November through March, Shipper shall have the right to elect to delay the effective date of the move until the next April 1. Shipper will have the right to request to move the primary receipt point for all or part of the capacity back to Marshfield at any time subject to the provisions of Transporter's Tariff.
- F. Shipper shall have the right to change the Primary Delivery Point in accordance with Transporter's FERC Gas Tariff as it may be in effect from time-to-time and Transporter further agrees that Shipper shall retain the rates set forth in Section 8.A, of this Agreement provided Shipper is awarded its requested changed Delivery Point in accordance with Transporter's FERC Gas Tariff and Shipper changes its Primary Delivery Point to any gate station or group of gate stations operated by Shipper and/or Wisconsin Electric Power Company in the State of Wisconsin.

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


Contract No: 107784
Amendment No: 09


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

WISCONSIN GAS LLC
"Shipper"


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

ANR PIPELINE COMPANY
"Transporter"

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


9/12/11

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


9/12/11

Contract No: 107784
Amendment No: 10

AMENDMENT

Date: October 14, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 107784 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2013 as follows:

3. CONTRACT QUANTITIES:

Shipper and Transporter have agreed to change the Primary Receipt Point from Will County Int. (246067) to Alliance/ANR Int. (277072). 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 GAS LLC

"Shipper"

By: 

Title: Scott C. Moschea

Date: Manager Gas Supply 10/28/13

ANR PIPELINE COMPANY

"Transporter"

By: 

Title: Director, Commercial Operations

Date: 10/29/13

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	14000	0

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	14000	0
277072 ALLIANCE/ANR INT FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	14000	0

PRIMARY ROUTE EXHIBIT

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

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

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

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

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Gas LLC
(#108014)

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

Amendment No. 09 Effective Date: November 1, 2013

Amendment No. 10 Effective Date: November 1, 2013

Date: September 27, 2004

Contract No.: 108014
Amendment No: 3

ETS SERVICE AGREEMENT

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

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

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

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

284G

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

3. **CONTRACT QUANTITIES:**

Primary Route - see Exhibit attached hereto.

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

4. **TERM OF AGREEMENT:**

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

Date: September 27, 2004

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

5. RATES:

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

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

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

Date: September 27, 2004

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

8. FURTHER AGREEMENT:

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

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

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

Date: September 27, 2004

Contract No.: 108014
Amendment No: 3

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

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

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

Date: September 27, 2004

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

- E. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this Agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.
- F. Shipper shall be entitled to a contractual right of first refusal pursuant to Section 22 of Transporter's FERC Gas Tariff, regardless of whether Shipper might otherwise be ineligible for such right under Section 22.2 or any other section of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- G. Transporter will file this Agreement with FERC as an exhibit to the tariff filing made on 11-12-2004. This Agreement shall be subject to FERC and Public Service Commission of Wisconsin approval.
- H. Shipper shall be entitled to elect reduction options under Sections 35.1 (Loss of Load) and 35.3 (Regulatory Unbundling Order) of Transporter's Tariff. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

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

Date: September 27, 2004

Contract No.: 108014

Amendment No: 3

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

SHIPPER: WISCONSIN GAS LLC

By:

Title:

Date:

Peter Newman
Peter Newman

General Manager-Gas Planning

2-18-2005



TRANSPORTER: ANR PIPELINE COMPANY

By:

Title:

Date:

Joseph E. Pollard
Agent and Attorney-in-Fact

3/7/05

SMD
Ph 3/1/05

Contract No: 108014
Amendment No: 09

AMENDMENT

Date: July 22, 2011

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

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

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

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

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

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

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

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

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

Contract No: 108014
Amendment No: 09

TRANSPORTER:

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

SHIPPER:

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

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

INVOICES AND STATEMENTS:

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

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

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

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

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

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

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

Contract No: 108014
Amendment No: 09

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

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

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

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

Contract No: 108014
Amendment No: 09

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

WISCONSIN GAS LLC
"Shipper"

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

ANR PIPELINE COMPANY
"Transporter"

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

AB 9-20-11
el 9-22-11

Legal
Date
9/22/11

JEP
9/12/11

PHB
9/12/11

Contract No: 108014
Amendment No: 10

AMENDMENT

Date: October 14, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 108014 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2013 as follows:

3. CONTRACT QUANTITIES:

Shipper and Transporter have agreed to change the Primary Receipt Point from Will County Int. (246067) to Alliance/ANR Int. (277072). 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 GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

Scott C. Mosehea
Scott C. Mosehea

Manager Gas Supply 10/28/13

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

Gary Charette
Gary Charette
Director of Commercial Operations

mob 10/15/13

AB 10-28-13
ec 10-29-13

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

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	18500	0

PRIMARY ROUTE EXHIBIT

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

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	18500	0
277072 ALLIANCE/ANR INT FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
277072 ALLIANCE/ANR INT FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	18500	0

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

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

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

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

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

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

Appendix B

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.25.0.1

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
Reserved For Future Use.....	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 Liquefiabls 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
Integrlys Energy Services, Inc. FTS-1 Agmt (#122183)	8.7
Integrlys Energy Services, Inc. FTS-1 Agmt (#122184)	8.8
Madison Gas & Electric Company FTS-1 Agmt (#108251).....	8.9
Integrlys 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
Integrlys 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

Integritys Energy Services, Inc. FTS-1 Agmt (#121197)	8.26
Integritys 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
Integritys Energy Services, Inc. FTS-1 Agmt (#122185)	8.30
DPL Energy, LLC FTS-1 Agmt (#122901)	8.31
<u>Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113536)</u>	<u>8.32</u>
<u>Nexen Marketing U.S.A. Inc. FTS-1 Agmt (#113543)</u>	<u>8.33</u>

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
Wisconsin Public Service Corporation ETS Agmt (#5500)	9.23
Wisconsin Public Service Corporation FTS-1 Agmt (#12000)	9.24
Wisconsin Gas LLC ETS Agmt (#107784)	9.25
Wisconsin Electric Power Company ETS Agmt (#107896)	9.26
Wisconsin Gas LLC ETS Agmt (#108014)	9.27
City Gas Company FTS-1 Agmt (#109610)	9.28

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
Reserved For Future Use.....	10.4
Reserved For Future Use.....	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

Appendix C

ANR Pipeline Company

Marked Amendments

- 1) Wisconsin Gas LLC
 Rate Schedule ETS Service Agreement #107784
 Amendment No. 10

- 2) Wisconsin Gas LLC
 Rate Schedule ETS Service Agreement #108014
 Amendment No. 10

Contract No: 107784
Amendment No: 10

AMENDMENT

Date: October 14, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 107784 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2013 as follows:

3. CONTRACT QUANTITIES:

Shipper and Transporter have agreed to change the Primary Receipt Point from Will County Int. (246067) to Alliance/ANR Int. (277072). 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 GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	14000	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2008	139255 WISC GAS-GRP 1 TO: October 31, 2008	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2007	139255 WISC GAS-GRP 1 TO: March 31, 2008	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2007	139255 WISC GAS-GRP 1 TO: October 31, 2007	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2006	139255 WISC GAS-GRP 1 TO: March 31, 2007	0	14000	0

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

Contract No: 107784
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

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

Contract No: 108014
Amendment No: 10

AMENDMENT

Date: October 14, 2013

"Transporter": ANR PIPELINE COMPANY

"Shipper": WISCONSIN GAS LLC

ETS Contract No. 108014 dated June 26, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2013 as follows:

3. CONTRACT QUANTITIES:

Shipper and Transporter have agreed to change the Primary Receipt Point from Will County Int. (246067) to Alliance/ANR Int. (277072). 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 GAS LLC
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: Director, Commercial Services

Date: _____

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

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2023	139255 WISC GAS-GRP 1 TO: October 31, 2023	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2022	139255 WISC GAS-GRP 1 TO: March 31, 2023	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2022	139255 WISC GAS-GRP 1 TO: October 31, 2022	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2021	139255 WISC GAS-GRP 1 TO: March 31, 2022	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2021	139255 WISC GAS-GRP 1 TO: October 31, 2021	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2020	139255 WISC GAS-GRP 1 TO: March 31, 2021	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2020	139255 WISC GAS-GRP 1 TO: October 31, 2020	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2019	139255 WISC GAS-GRP 1 TO: March 31, 2020	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2019	139255 WISC GAS-GRP 1 TO: October 31, 2019	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2018	139255 WISC GAS-GRP 1 TO: March 31, 2019	0	18500	0

PRIMARY ROUTE EXHIBIT
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<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2018	139255 WISC GAS-GRP 1 TO: October 31, 2018	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2017	139255 WISC GAS-GRP 1 TO: March 31, 2018	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2017	139255 WISC GAS-GRP 1 TO: October 31, 2017	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2016	139255 WISC GAS-GRP 1 TO: March 31, 2017	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2016	139255 WISC GAS-GRP 1 TO: October 31, 2016	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2015	139255 WISC GAS-GRP 1 TO: March 31, 2016	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2015	139255 WISC GAS-GRP 1 TO: October 31, 2015	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2014	139255 WISC GAS-GRP 1 TO: March 31, 2015	0	18500	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: April 01, 2014	139255 WISC GAS-GRP 1 TO: October 31, 2014	0	0	0
<u>277072</u> <u>ALLIANCE/ANR INT</u> FROM: November 01, 2013	139255 WISC GAS-GRP 1 TO: March 31, 2014	0	18500	0

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28873 MARSHFIELD/VIKING INT FROM: April 01, 2013	139255 WISC GAS-GRP 1 TO: October 31, 2013	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2012	139255 WISC GAS-GRP 1 TO: March 31, 2013	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2012	139255 WISC GAS-GRP 1 TO: October 31, 2012	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2011	139255 WISC GAS-GRP 1 TO: March 31, 2012	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2011	139255 WISC GAS-GRP 1 TO: October 31, 2011	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2010	139255 WISC GAS-GRP 1 TO: March 31, 2011	0	18500	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2010	139255 WISC GAS-GRP 1 TO: October 31, 2010	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2009	139255 WISC GAS-GRP 1 TO: March 31, 2010	0	14000	0
28873 MARSHFIELD/VIKING INT FROM: April 01, 2009	139255 WISC GAS-GRP 1 TO: October 31, 2009	0	0	0
28873 MARSHFIELD/VIKING INT FROM: November 01, 2008	139255 WISC GAS-GRP 1 TO: March 31, 2009	0	18500	0

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

Contract No: 108014
Rate Schedule: ETS
Contract Date: June 26, 2002
Amendment Date: October 14, 2013

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