



October 1, 2025

Ms. Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

ANR Pipeline Company
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Daniel Humble
Manager, Tariffs

tel (832) 320-5583
email daniel_humble@tcenergy.com
web <https://ebb.tceconnects.com>

Re: ANR Pipeline Company
Non-Conforming Agreements
Docket No. RP26-____-000

Dear Ms. Reese:

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”) submits for filing and acceptance five (5) Rate Schedule FTS-3 and two (2) Rate Schedule ETS service agreements with non-conforming provisions (“Agreements”) to be part of ANR’s FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). ANR respectfully requests that the Commission accept the Agreements, included herein as Appendix A², to become effective November 1, 2025.

Correspondence

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

¹ 18 C.F.R. Part 154 (2025).

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

Kelly Griffin
Director, Rates & Regulatory
Daniel Humble *
Manager, Tariffs
ANR Pipeline Company
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-5583
E-mail: daniel_humble@tcenergy.com

Cindy VanCleave
Director, Regulatory & Operations Law
Erin Bullard *
Sr. Legal Counsel
ANR Pipeline Company
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Tel. (832) 320-6334
E-mail: erin_bullard@tcenergy.com

* Persons designated for official service pursuant to Rule 2010.

Statement of Nature, Reasons and Basis for Filing

Background

On November 14, 2022, ANR filed an application pursuant to sections 7(b) and (c) of the NGA³ and Part 157 of the Commission's regulations ("Application"), requesting a certificate of public convenience and necessity to construct and operate its Wisconsin Reliability Project ("Project"). The Project is designed to upgrade existing pipeline and compression facilities with new, more modern pipeline and compression facilities and provide 132,000 dekatherms ("Dth") per day of incremental transportation service on ANR's pipeline system. As part of its Application, ANR submitted copies of the executed precedent agreements with North Shore Gas Company ("North Shore"), Wisconsin Electric Power Company ("WEPCO"), Wisconsin Public Service Corporation ("WPSC"), and Wisconsin Power and Light Company ("WPL") (collectively, "Project Shippers").⁴ On December 19, 2023, the Commission issued its Order Issuing Certificate and Approving Abandonment in Docket No. CP23-15-000 authorizing ANR to construct and operate the Project.⁵ ANR is submitting the Agreements which each contain a non-conforming provision, included herein as Appendix A, as further discussed below.

FTS-3 Service Agreement No. 137657
Between ANR and WPL
Dated May 25, 2022
Tariff Record 10.4

FTS-3 Service Agreement No. 137658
Between ANR and WPL
Dated May 25, 2022

³ 15 U.S.C. § 717f(b), (c).

⁴ The precedent agreements are the result of a binding open season held between December 15, 2021, through January 18, 2022 ("Open Season").

⁵ *ANR Pipeline Company*, 185 FERC ¶ 61,191 (2023) ("Certificate Order").

Tariff Record 10.5

FTS-3 Service Agreement No. 137665
Between ANR and WPL
Dated May 25, 2022
Tariff Record 10.6

ETS Service Agreement No. 140155
Between ANR and North Shore
Dated February 13, 2024
Tariff Record 10.7

FTS-3 Service Agreement No. 140164
Between ANR and WPSC-GEN⁶
Dated February 20, 2024
Tariff Record 10.8

ETS Service Agreement No. 140165
Between ANR and WPSC
Dated February 20, 2024
Tariff Record 10.9

FTS-3 Service Agreement No. 140156
Between ANR and WEPCO
Dated February 13, 2024
Tariff Record 10.10

Non-Conforming Provision

The Agreements submitted herein contain a provision which deviates from the applicable FTS-3 and ETS *pro forma* Form of Service Agreements (“PFSA”) in ANR’s Tariff. The Further Agreement section of the Agreements (i.e., Article 8) includes a non-conforming provision which sets forth the creditworthiness requirements that were part of the respective precedent agreements that the Project Shippers submitted in the Open Season. As the Project Shippers are among the only holders of the Project’s capacity, such creditworthiness requirements are necessary to ensure that ANR’s financial commitment to the Project is protected through the initial terms of service for the Project Shippers. Such creditworthiness provisions are necessary to support the Project and are consistent with Commission precedent as well as the Commission’s Policy Statement regarding collateral requirements for construction projects.⁷

⁶ The full legal name of the shipper of FTS-3 Service Agreement No. 140164 is Wisconsin Public Service Corp. DBA WPSC-GEN (“WPSC-GEN”) as reflected in Agreement No. 140164. WPSC-GEN is an entity of WPSC.

⁷ *Creditworthiness Standards for Interstate Natural Gas Pipelines*, 111 FERC ¶ 61,142 at P 17 to 19, and 21 (2005). P 19 states that the collateral requirements in the precedent agreements would apply only to the initial shippers on the project, and would continue to apply to these initial shippers even after the project goes into service. See also *ANR Pipeline Company*, Docket No. RP18-1247-000 (October 24, 2018) (Unpublished Director’s Letter Order).

ANR advises that no undisclosed agreement, etc., are linked to the Agreements, which are included herein as Appendix A. To conform with Order No. 714, ANR is submitting the Agreements individually and in their entirety as tariff records 10.4, 10.5, 10.6, 10.7, 10.8, 10.9 and 10.10. Additionally, a revised Table of Contents and Section 6.28 are submitted herein as part of Appendix A to reflect the Agreements.

Request for Waiver and Effective Date

ANR respectfully requests that the Commission accept the tariff sections and Agreements to become effective November 1, 2025.

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, Columbia is submitting the following via its electronic tariff filing:

1. This transmittal letter;
2. A clean version of the tariff sections and tariff records (Appendix A);
3. A marked version of the tariff sections (Appendix B); and
4. A marked version of the Agreements (Appendix C).

Certificate of Service

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

Pursuant to Section 385.2005 of the Commission's regulations, 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. Additionally, the undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Daniel Humble at (832) 320-5583.

Respectfully submitted,

ANR Pipeline Company

/s/ Daniel Humble

Daniel Humble
Manager, Tariffs

Enclosures

Appendix A

ANR Pipeline Company

FERC Gas Tariff, Third Revised Volume No. 1

Clean Tariff

<u>Tariff Sections</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.95.0.0
6.28 – GT&C, NON-CONFORMING AGREEMENTS	v.33.0.0

Tariff Records

Section 10 – Non-Conforming Agreements

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10.5	WISCONSIN POWER AND LIGHT COMPANY	FTS-3	#137658	v.4.0.0
10.6	WISCONSIN POWER AND LIGHT COMPANY	FTS-3	#137665	v.3.0.0
10.7	NORTH SHORE GAS COMPANY	ETS	#140155	v.2.0.0
10.8	WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-GEN	FTS-3	#140164	v.2.0.0
10.9	WISCONSIN PUBLIC SERVICE CORPORATION	ETS	#140165	v.2.0.0
10.10	WISCONSIN ELECTRIC POWER COMPANY	FTS-3	#140156	v.2.0.0

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6.28 NON-CONFORMING AGREEMENTS

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2. Wisconsin Gas LLC, ETS Agreement, dated September 27, 2004.

Contract No. 108014
3. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
4. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
5. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
6. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
7. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
8. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
9. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.
10. Antero Resources Corporation, FTS-1 Agreements, dated September 22, 2014.

Contract Nos. 125082, 125083
11. CNX Gas Company LLC, FTS-1 Agreements, dated January 21, 2015.

Contract Nos. 125723, 125724
12. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.

13. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
14. Iowa Fertilizer Company LLC, FTS-1 Agreement, dated December 23, 2015.
Contract No. 127009
15. EQT Energy, LLC, FTS-1 Agreements, dated February 23, 2015.
Contract Nos. 125852, 125853, 125854
16. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.
Contract No. 114656
17. Vectren Energy Delivery of Ohio, Inc., ETS Agreements, dated May 20, 2015.
Contract Nos. 126278, 126279
18. Tennessee Valley Authority, FTS-3 Agreement, dated September 2, 2015.
Contract No. 126586
19. Wisconsin Public Service Corporation, ETS Agreement, dated November 8, 2017.
Contract No. 126333
20. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement, dated November 9, 2017
Contract No. 127117
21. Wisconsin Power and Light Company, FTS-3 Agreement, dated November 9, 2017
Contract Nos. 126336 and 126340
22. Wisconsin Power and Light Company, ETS Agreement, dated September 24, 2020
Contract No. 134806
23. Wisconsin Power and Light Company, ETS Agreement, dated November 8, 2017
Contract No. 126334

24. Wisconsin Power and Light Company, FTS-3 Agreement, dated November 8, 2017
Contract No. 126335
25. Venture Global Calcasieu Pass, LLC, FTS-1 Agreement, dated January 22, 2020
Contract No. 133755
26. Venture Global Calcasieu Pass, LLC, FTS-1 Agreement, dated January 22, 2020
Contract No. 133756
27. Dynegy Marketing and Trade, LLC, FTS-3 Agreement, dated September 27, 2022
Contract No. 137273
28. Jackson Generation, LLC, FTS-3 Agreement, dated December 17, 2018
Contract No. 132120
29. Tourmaline Oil Marketing Corp, FTS-1 Agreement, dated July 22, 2021
Contract No. 136174
30. Tourmaline Oil Marketing Corp, FTS-1 Agreement, dated July 22, 2021
Contract No. 134858
31. Madison Gas and Electric Company FSS Agreement, dated April 1, 2011
Contract No. 117357
32. Wisconsin Gas LLC ETS Agreement, dated April 1, 2006
Contract No. 108014
33. Centra Gas Manitoba, Inc. FTS-1 Agreement, dated November 1, 2013
Contract No. 120592
34. Devon Gas Services, L.P. PTS-2 Agreement, dated March 1, 2024
Contract No. 140141

35. Tourmaline Oil Marketing Corp. FTS-1 Agreement, dated November 26, 2024
Contract No. 141537
36. Wisconsin Power and Light Company FTS-3 Agreement, dated May 25, 2022
Contract No. 137657
37. Wisconsin Power and Light Company FTS-3 Agreement, dated May 25, 2022
Contract No. 137658
38. Wisconsin Power and Light Company FTS-3 Agreement, dated May 25, 2022
Contract No. 137665
39. North Shore Gas Company ETS Agreement, dated February 13, 2024
Contract No. 140155
40. Wisconsin Public Service Corp. DBA WPSC-GEN FTS-3 Agreement, dated February 20, 2024
Contract No. 140164
41. Wisconsin Public Service Corporation ETS Agreement, dated February 20, 2024
Contract No. 140165
42. Wisconsin Electric Power Company FTS-3 Agreement, dated February 13, 2024
Contract No. 140156

Firm Transportation Service Agreement
Rate Schedule FTS-3

Wisconsin Power and Light Company
(#137657)

Agreement Effective Date: November 1, 2025

Date: May 25, 2022

Contract No.: 137657

FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and
WISCONSIN POWER AND LIGHT COMPANY (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Firm Transportation Service (FTS - 3)

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

4. TERM OF AGREEMENT:

Service shall commence on the date that Transporter is legally authorized to provide, and physically capable of providing, the Service in its entirety (the 'In-Service Date') for the Wisconsin Reliability Project. Transporter anticipates that the In-Service Date will occur on or before November 01, 2025, provided however, in the event that the In-Service Date does not occur by November 01, 2025, the In-Service Date will be as soon as possible thereafter, and Transporter shall have no liability or obligation to shipper as a result of any such delay, and similarly Shipper shall have no liability or obligation to Transporter as a result of this delay. Service will commence on the In-Service Date and continue for a term of ten (10) years from the In-Service Date.

Date: May 25, 2022

Contract No.: 137657

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff).

5. RATES:

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

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

Shipper shall be exempt from paying charges associated with a System Improvement Modernization Mechanism, or any other modernization tracker that may be implemented by Transporter during the term of this Agreement, including any extension thereof.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: May 25, 2022

Contract No.: 137657

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

WISCONSIN POWER AND LIGHT COMPANY
4902 N. BILTMORE LANE
MADISON, WI 53718
Attention: MATT VINCENT
Telephone: 608-458-3945
FAX:
E-mail: MATTHEWVINCENT@ALLIANTENERGY.COM

INVOICES AND STATEMENTS:

WISCONSIN POWER AND LIGHT COMPANY
4902 N. BILTMORE LANE
P.O. BOX 77007
MADISON, WI 537071007
Attention: GAS ACCOUNTING
Telephone: 222-222-2222
FAX:
E-mail: GAS_ACCOUNTING@ALLIANTENERGY.COM

8. FURTHER AGREEMENT:

A. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(i) During the term of this Agreement, Transporter shall provide service under this Agreement to Shipper at the Sheboygan Falls meter station, with a minimum pressure equal to or greater than 450 psig, provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity (MHQ) delivered under this Agreement at the Sheboygan Falls meter station has not exceeded 2,375 Dth/hr; (b) The Maximum Daily Quantity (MDQ) delivered at the Sheboygan Falls meter station under this agreement has not exceeded 38,000 Dth/d.

Date: May 25, 2022

Contract No.: 137657

(ii) Pursuant to Section 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure commitment of 450 psig as set forth in this Paragraph 8 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 8(i)(a) and (b), above.

B. Creditworthiness

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(a) below or provide and maintain Adequate Assurance pursuant to Section 8(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8(a)(i)–(vi) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

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

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

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

Date: May 25, 2022

Contract No.: 137657

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

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

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

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

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, "**Adequate Assurance**" means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper's payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above ("**Guarantor**"); or

(ii) One of the following collateral options for an amount equal to Shipper's demand charges payable for twenty-four (24) months of service under the Service Agreement:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

Date: May 25, 2022

Contract No.: 137657

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

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Service Agreement. In the event Shipper provides either one of the collateral options described above in Section 8(b)(ii) above, the amount shall remain at twenty-four (24) months through the fifth (5th) year of the initial term and then reduced to an amount pursuant to Transporter's Tariff.

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 8(a) above, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper no longer meets the creditworthiness standard described in Section 8(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Agreement or the guaranty.

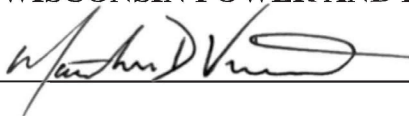
3. The creditworthiness requirements of this Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent capacity release, in whole or part, of the Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: May 25, 2022

Contract No.: 137657

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

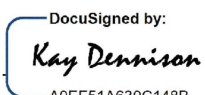
SHIPPER: WISCONSIN POWER AND LIGHT COMPANY

By:  _____

Title: Sr. Manager Energy Markets and Fuel Supply

Date: 6/21/22

TRANSPORTER: ANR PIPELINE COMPANY

By:  _____
A0EF51A630C148B...

Title: Director, Transportation Accounting and Contracts

Date: June 23, 2022

DS


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

Contract No: 137657
Rate Schedule: FTS-3
Contract Date: May 25, 2022
Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
Name	Name			
277072	439345	38000 2375	0 0	0 0
ALLIANCE/ANR INT FROM: November 01, 2025	SHEBOYGAN FALLS TO: October 31, 2035			

Firm Transportation Service Agreement
Rate Schedule FTS-3

Wisconsin Power and Light Company
(#137658)

Agreement Effective Date: November 1, 2025

Date: May 25, 2022

Contract No.: 137658

FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and
WISCONSIN POWER AND LIGHT COMPANY (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Firm Transportation Service (FTS - 3)

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

4. TERM OF AGREEMENT:

Service shall commence on the date that Transporter is legally authorized to provide, and physically capable of providing, the Service in its entirety (the 'In-Service Date') for the Wisconsin Reliability Project. Transporter anticipates that the In-Service Date will occur on or before November 01, 2025, provided however, in the event that the In-Service Date does not occur by November 01, 2025, the In-Service Date will be as soon as possible thereafter, and Transporter shall have no liability or obligation to shipper as a result of any such delay, and similarly Shipper shall have no liability or obligation to Transporter as a result of this delay. Service will commence on the In-Service Date and continue for a term of ten (10) years from the In-Service Date.

Date: May 25, 2022

Contract No.: 137658

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff); (or)

5. RATES:

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

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

Shipper shall be exempt from paying charges associated with a System Improvement Modernization Mechanism, or any other modernization tracker that may be implemented by Transporter during the term of this Agreement, including any extension thereof.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: May 25, 2022

Contract No.: 137658

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

WISCONSIN POWER AND LIGHT COMPANY
4902 N. BILTMORE LANE
MADISON, WI 53718
Attention: MATT VINCENT
Telephone: 608-458-3945
FAX:
E-mail: MATTHEWVINCENT@ALLIANTENERGY.COM

INVOICES AND STATEMENTS:

WISCONSIN POWER AND LIGHT COMPANY
4902 N. BILTMORE LANE
P.O. BOX 77007
MADISON, WI 537071007
Attention: GAS ACCOUNTING
Telephone: 222-222-2222
FAX:
E-mail: GAS_ACCOUNTING@ALLIANTENERGY.COM

8. FURTHER AGREEMENT:

A. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(i) During the term of this Agreement, Transporter shall provide service under this Agreement to Shipper at the Menasha meter station, with a minimum pressure equal to or greater than 450 psig, provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity (MHQ) delivered under this Agreement at the Menasha meter station has not exceeded 469 Dth/hr; (b) The Maximum Daily Quantity (MDQ) delivered at the Menasha meter station under this agreement has not exceeded 7,500 Dth/d.

Date: May 25, 2022

Contract No.: 137658

(ii) Pursuant to Section 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure commitment of 450 psig as set forth in this Paragraph 8 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 8(i)(a) and (b), above.

B. Creditworthiness

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(a) below or provide and maintain Adequate Assurance pursuant to Section 8(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8(a)(i)– (vi) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

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

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

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

Date: May 25, 2022

Contract No.: 137658

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

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

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

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

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, "**Adequate Assurance**" means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper's payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above ("**Guarantor**"); or

(ii) One of the following collateral options for an amount equal to Shipper's demand charges payable for twenty-four (24) months of service under the Service Agreement:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

Date: May 25, 2022

Contract No.: 137658

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

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Service Agreement. In the event Shipper provides either one of the collateral options described above in Section 8(b)(ii) above, the amount shall remain at twenty-four (24) months through the fifth (5th) year of the initial term and then reduced to an amount pursuant to Transporter's Tariff.

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 8(a) above, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper no longer meets the creditworthiness standard described in Section 8(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Agreement or the guaranty.

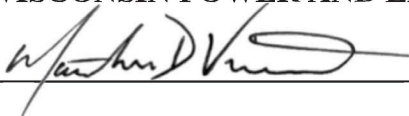
3. The creditworthiness requirements of this Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent capacity release, in whole or part, of the Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: May 25, 2022

Contract No.: 137658

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

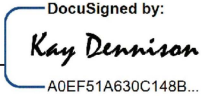
SHIPPER: WISCONSIN POWER AND LIGHT COMPANY

By:  _____

Title: Sr. Manager Energy Markets and Fuel Supply

Date: 6/21/22

TRANSPORTER: ANR PIPELINE COMPANY

By:  _____

Title: Director, Transportation Accounting and Contracts

Date: June 23, 2022

DS


DS


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

Contract No: 137658
Rate Schedule: FTS-3
Contract Date: May 25, 2022
Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
Name	Name			
277072	269472	7500 469	0 0	0 0
ALLIANCE/ANR INT FROM: November 01, 2025	MENASHA INTERCONNECT TO: October 31, 2035			

Firm Transportation Service Agreement
Rate Schedule FTS-3

Wisconsin Power and Light Company
(#137665)

Agreement Effective Date: November 1, 2025

Date: May 25, 2022

Contract No.: 137665

FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and
WISCONSIN POWER AND LIGHT COMPANY (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Firm Transportation Service (FTS - 3)

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

4. TERM OF AGREEMENT:

Service shall commence on the date that Transporter is legally authorized to provide, and physically capable of providing, the Service in its entirety (the 'In-Service Date') for the Wisconsin Reliability Project. Transporter anticipates that the In-Service Date will occur on or before November 01, 2025, provided however, in the event that the In-Service Date does not occur by November 01, 2025, the In-Service Date will be as soon as possible thereafter, and Transporter shall have no liability or obligation to shipper as a result of any such delay, and similarly Shipper shall have no liability or obligation to Transporter as a result of this delay. Service will commence on the In-Service Date and continue for a term of ten (10) years from the In-Service Date.

Date: May 25, 2022

Contract No.: 137665

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff)

5. RATES:

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

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

Shipper shall be exempt from paying charges associated with a System Improvement Modernization Mechanism, or any other modernization tracker that may be implemented by Transporter during the term of this Agreement, including any extension thereof.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: May 25, 2022

Contract No.: 137665

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

WISCONSIN POWER AND LIGHT COMPANY
4902 N. BILTMORE LANE
MADISON, WI 53718
Attention: MATT VINCENT
Telephone: 608-458-3945
FAX:
E-mail: MATTHEWVINCENT@ALLIANTENERGY.COM

INVOICES AND STATEMENTS:

WISCONSIN POWER AND LIGHT COMPANY
4902 N. BILTMORE LANE
P.O. BOX 77007
MADISON, WI 537071007
Attention: GAS ACCOUNTING
Telephone: 222-222-2222
FAX:
E-mail: GAS_ACCOUNTING@ALLIANTENERGY.COM

8. FURTHER AGREEMENT:

A. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(i) During the term of this Agreement, Transporter shall provide service under this Agreement to Shipper at the Menasha meter station, with a minimum pressure equal to or greater than 450 psig, provided that the following conditions are maintained and satisfied: (a) The Maximum Hourly Quantity (MHQ) delivered under this Agreement at the Menasha meter station has not exceeded 1,219 Dth/hr; (b) The Maximum Daily Quantity (MDQ) delivered at the Menasha meter station under this agreement has not exceeded 19,500 Dth/d.

Date: May 25, 2022

Contract No.: 137665

(ii) Pursuant to Section 6.11 of the General Terms and Conditions of ANR's FERC Gas Tariff, the conditional pressure commitment of 450 psig as set forth in this Paragraph 8 is a component of Shipper's primary firm service. Accordingly, ANR shall maintain the minimum pressure as a primary firm component when scheduling service pursuant to the priorities of Section 6.10 of the General Terms and Conditions of ANR's Tariff to the extent such scheduled volumes would otherwise exceed the conditions set forth in subparagraph 8(i)(a) and (b), above.

B. Creditworthiness

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(a) below or provide and maintain Adequate Assurance pursuant to Section 8(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC ("**S&P**") or at least Baa3 by Moody's Investors Service, Inc. ("**Moody's**"). In the event Shipper is rated by both S&P and Moody's, the lower rating applies. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 8(a)(i)–(vi) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

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

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

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

Date: May 25, 2022

Contract No.: 137665

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

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

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

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

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, "**Adequate Assurance**" means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper's payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above ("**Guarantor**"); or

(ii) One of the following collateral options for an amount equal to Shipper's demand charges payable for twenty-four (24) months of service under the Service Agreement:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

Date: May 25, 2022

Contract No.: 137665

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

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Service Agreement. In the event Shipper provides either one of the collateral options described above in Section 8(b)(ii) above, the amount shall remain at twenty-four (24) months through the fifth (5th) year of the initial term and then reduced to an amount pursuant to Transporter's Tariff.

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 8(a) above, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper no longer meets the creditworthiness standard described in Section 8(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Agreement or the guaranty.

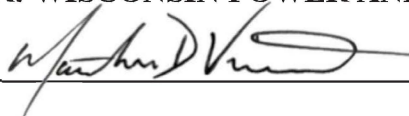
3. The creditworthiness requirements of this Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent capacity release, in whole or part, of the Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: May 25, 2022

Contract No.: 137665

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

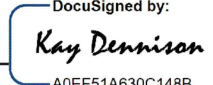
SHIPPER: WISCONSIN POWER AND LIGHT COMPANY

By:  _____

Title: Sr. Manager Energy Markets and Fuel Supply

Date: 6/20/22

TRANSPORTER: ANR PIPELINE COMPANY

By:  _____
A0EF51A630C148B...

Title: Director, Transportation Accounting and Contracts

Date: June 23, 2022

DS


DS


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

Contract No: 137665
Rate Schedule: FTS-3
Contract Date: May 25, 2022
Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
103702	269472	19500 1219	0 0	0 0
SW HEADSTATION FROM: November 01, 2025	MENASHA INTERCONNECT TO: October 31, 2035			

Enhanced Transportation Service Agreement
Rate Schedule ETS

North Shore Gas Company
(#140155)

Agreement Effective Date: November 1, 2025

Date: February 13, 2024

Contract No.: 140155

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and NORTH SHORE GAS COMPANY (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Enhanced Transportation Service (ETS)

3. CONTRACT QUANTITIES:

Primary Routes - see Exhibit attached hereto.

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

4. TERM OF AGREEMENT:

Service shall commence on the date that Transporter is legally authorized to provide, and physically capable of providing, the Service in its entirety (the 'In-Service Date') for the Wisconsin Reliability Project (Project). Transporter anticipates that the In-Service Date will occur on or before November 01, 2025, provided however, in the event that the In-Service Date does not occur by November 01, 2025, the In-Service Date will be as soon as possible thereafter, and Transporter shall have no liability or obligation to shipper as a result of any such delay, and similarly Shipper shall have no liability or obligation to Transporter as a result of this delay. Service will commence on the In-Service Date and continue for a term of ten (10) years from the In-Service Date.

Date: February 13, 2024

Contract No.: 140155

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff)

5. RATES:

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

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

Shipper shall be exempt from paying charges associated with a System Improvement Modernization Mechanism, or any other modernization tracker that may be implemented by Transporter during the term of this Agreement, including any extension thereof.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: February 13, 2024

Contract No.: 140155

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

NORTH SHORE GAS COMPANY
200 E RANDOLPH 20TH FLR
CHICAGO, IL 606016207
Attention: TOM SMITH
Telephone: 312-240-7083
FAX: 312-240-3865
E-mail: t.smith@pecorp.com

INVOICES AND STATEMENTS:

NORTH SHORE GAS COMPANY
200 E RANDOLPH 19TH FLR
CHICAGO, IL 60601
Attention: SONIA HOLLER
Telephone: 312-240-7090
FAX: 312-373-4108
E-mail: sonia.holler@wecenergygroup.com

8. FURTHER AGREEMENT:

- A. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

The Paris-North Shore Primary Delivery Point will reflect a delivery pressure guarantee of 500 psig. If Shipper's nominated volume exceeds contract MDQ at the point of delivery, Transporter shall be temporarily released from the agreed upon pressure commitment until such time that volumes do not exceed contracted MDQ.

Date: February 13, 2024

Contract No.: 140155

B. Creditworthiness

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(a) below or provide and maintain Adequate Assurance pursuant to Section 8(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC (“**S&P**”) or at least Baa3 by Moody’s Investors Service, Inc. (“**Moody’s**”). In the event Shipper is rated by both S&P and Moody’s, the lower rating applies. Nothing herein shall limit Transporter’s ability to evaluate any of the factors set forth in Section 8(a)(i)– (vi) below where Shipper’s creditworthiness is established by a rating agency if such factor(s) would alter Transporter’s evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

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

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

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper’s current and future financial strength. Shipper’s balance sheets, income statements, cash flow statements, notes to financial statements, and auditor’s opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court’s jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

Date: February 13, 2024

Contract No.: 140155

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

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

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

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, "**Adequate Assurance**" means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper's payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above ("**Guarantor**"); or

(ii) One of the following collateral options for an amount equal to Shipper's demand charges payable for twenty-four (24) months of service under the Service Agreement:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

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

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Service Agreement. In the event Shipper provides either one of the collateral options described above in Section 8(b)(ii) above, the amount shall remain at twenty-four (24) months through the fifth (5th) year of the initial term and then reduced to an amount pursuant to Transporter's Tariff.

Date: February 13, 2024

Contract No.: 140155

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 8(a) above, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper no longer meets the creditworthiness standard described in Section 8(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Agreement or the guaranty.

3. The creditworthiness requirements of this Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent capacity release, in whole or part, of the Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: February 13, 2024

Contract No.: 140155

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

SHIPPER: NORTH SHORE GAS COMPANY

By: *Daniel Krueger*
Daniel Krueger (Mar 1, 2024 09:18 CST)

Title: EVP

Date: Mar 1, 2024

jd
jd

KAB
KAB

AGM
AGM

TRANSPORTER: ANR PIPELINE COMPANY

By: *Kay Lemmon*

Title: Director, Transportation Accounting and Contracts

Date: Mar 1, 2024

SRM
SRM

dy

CW

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

Contract No: 140155
Rate Schedule: ETS
Contract Date: February 13, 2024
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: /1	261574 PARIS - NORTH SHORE TO: /1	20000	0	0

/1 Pursuant to Section 4 of this Agreement

Firm Transportation Service Agreement
Rate Schedule FTS-3

Wisconsin Public Service Corp. DBA WPSC-GEN
(#140164)

Agreement Effective Date: November 1, 2025

Date: Feb 20, 2024

Contract No.: 140164

FTS - 3 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and
WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-GEN (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Firm Transportation Service (FTS - 3)

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

4. TERM OF AGREEMENT:

Service shall commence on the date that Transporter is legally authorized to provide, and physically capable of providing, the Service in its entirety (the 'In-Service Date') for the Wisconsin Reliability Project (Project). Transporter anticipates that the In-Service Date will occur on or before November 01, 2025, provided however, in the event that the In-Service Date does not occur by November 01, 2025, the In-Service Date will be as soon as possible thereafter, and Transporter shall have no liability or obligation to shipper as a result of any such delay, and similarly Shipper shall have no liability or obligation to Transporter as a result of this delay. Service will commence on the In-Service Date and continue for a term of ten (10) years from the In-Service Date.

Date: Feb 20, 2024

Contract No.: 140164

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff)

5. RATES:

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

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

Shipper shall be exempt from paying charges associated with a System Improvement Modernization Mechanism, or any other modernization tracker that may be implemented by Transporter during the term of this Agreement, including any extension thereof.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: Feb 20, 2024

Contract No.: 140164

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-GEN
333 W EVERETT STREET
A308
MILWAUKEE, WI 53203
Attention: DIRECTOR, GAS SUPPLY
Telephone:
FAX:
E-mail: SarahMead@wecenergygroup.com

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-GEN
333 W EVERETT STREET
A308
MILWAUKEE, WI 53203
Attention: GAS SUPPLY ACCOUNTING
Telephone: 920-433-5769
FAX:
E-mail: GO.GAS-INVOICES@WE-ENERGIES.COM

8. FURTHER AGREEMENT:

- A. Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

The Kaukauna Primary Delivery Point will reflect a delivery pressure guarantee of 525 psig. If Shipper's nominated volume exceeds contract MDQ at the point of delivery, Transporter shall be temporarily released from the agreed upon pressure commitment until such time that volumes do not exceed contracted MDQ.

Date: Feb 20, 2024

Contract No.: 140164

B. Creditworthiness

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(a) below or provide and maintain Adequate Assurance pursuant to Section 8(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC (“**S&P**”) or at least Baa3 by Moody’s Investors Service, Inc. (“**Moody’s**”). In the event Shipper is rated by both S&P and Moody’s, the lower rating applies. Nothing herein shall limit Transporter’s ability to evaluate any of the factors set forth in Section 8(a)(i)–(vi) below where Shipper’s creditworthiness is established by a rating agency if such factor(s) would alter Transporter’s evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

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

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

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper’s current and future financial strength. Shipper’s balance sheets, income statements, cash flow statements, notes to financial statements, and auditor’s opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court’s jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

Date: Feb 20, 2024

Contract No.: 140164

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

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

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

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, "**Adequate Assurance**" means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper's payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above ("**Guarantor**"); or

(ii) One of the following collateral options for an amount equal to Shipper's demand charges payable for twenty-four (24) months of service under the Service Agreement:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

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

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Service Agreement. In the event Shipper provides either one of the collateral options described above in Section 8(b)(ii) above, the amount shall remain at twenty-four (24) months through the fifth (5th) year of the initial term and then reduced to an amount pursuant to Transporter's Tariff.

Date: Feb 20, 2024

Contract No.: 140164

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 8(a) above, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper no longer meets the creditworthiness standard described in Section 8(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Agreement or the guaranty.

3. The creditworthiness requirements of this Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent capacity release, in whole or part, of the Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

Date: Feb 20, 2024

Contract No.: 140164

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

SHIPPER: WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-GEN

By: Daniel Krueger
Daniel Krueger (Mar 1, 2024 09:17 CST)

Title: EVP

Date: Mar 1, 2024

JD srn
JD srn

KAB
KAB

JJF
JJF

TRANSPORTER: ANR PIPELINE COMPANY

By: Kay Lennson

Title: Director, Transportation Accounting and Contracts

Date: Mar 1, 2024

dy CW

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-GEN (Shipper)

Contract No: 140164

Rate Schedule: FTS-3

Contract Date: February 20, 2024

Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
Name	Name			
277072	387791	10100	0	0
		421	0	0
ALLIANCE/ANR INT FROM: /1	KAUKAUNA TO: /1			

/1 Pursuant to Section 4 of this Agreement

Enhanced Transportation Service Agreement
Rate Schedule ETS

Wisconsin Public Service Corporation
(#140165)

Agreement Effective Date: November 1, 2025

Date: February 20, 2024

Contract No.: 140165

ETS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and WISCONSIN PUBLIC SERVICE CORPORATION (Shipper).

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Enhanced Transportation Service (ETS)

3. CONTRACT QUANTITIES:

Primary Routes - see Exhibit attached hereto.

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

4. TERM OF AGREEMENT:

Service shall commence on the date that Transporter is legally authorized to provide, and physically capable of providing, the Service in its entirety (the 'In-Service Date') for the Wisconsin Reliability Project (Project). Transporter anticipates that the In-Service Date will occur on or before November 01, 2025, provided however, in the event that the In-Service Date does not occur by November 01, 2025, the In-Service Date will be as soon as possible thereafter, and Transporter shall have no liability or obligation to shipper as a result of any such delay, and similarly Shipper shall have no liability or obligation to Transporter as a result of this delay. Service will commence on the In-Service Date and continue for a term of ten (10) years from the In-Service Date.

Date: February 20, 2024

Contract No.: 140165

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff.

5. RATES:

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

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

Shipper shall be exempt from paying charges associated with a System Improvement Modernization Mechanism, or any other modernization tracker that may be implemented by Transporter during the term of this Agreement, including any extension thereof.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: February 20, 2024

Contract No.: 140165

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

WISCONSIN PUBLIC SERVICE CORPORATION
333 WEST EVERETT STREET
MILWAUKEE, WI 53203
Attention: SARAH MEAD
Telephone:
FAX:
E-mail: SarahMead@wecenergygroup.com

INVOICES AND STATEMENTS:

WISCONSIN PUBLIC SERVICE CORPORATION
700 N ADAMS ST
GREEN BAY, WI 543079001
Attention: GAS SETTLEMENTS ANNUAL 1
Telephone: 920-433-2929
FAX: 920-433-1436
E-mail:

8. FURTHER AGREEMENT:

A. Creditworthiness

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(a) below or provide and maintain Adequate Assurance pursuant to Section 8(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC (“**S&P**”) or at least Baa3 by Moody’s Investors Service, Inc. (“**Moody’s**”). In the event Shipper is rated by both S&P and Moody’s, the lower rating applies. Nothing herein shall limit Transporter’s ability to evaluate any of the factors set forth in Section 8(a)(i)– (vi) below

Date: February 20, 2024

Contract No.: 140165

where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

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

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

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

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

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(vi) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make

Date: February 20, 2024

Contract No.: 140165

full payment over the term of the agreement(s) under which such service is to be provided.

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, “**Adequate Assurance**” means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper’s payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above (“**Guarantor**”); or

(ii) One of the following collateral options for an amount equal to Shipper’s demand charges payable for twenty-four (24) months of service under the Service Agreement:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

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

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Service Agreement. In the event Shipper provides either one of the collateral options described above in Section 8(b)(ii) above, the amount shall remain at twenty-four (24) months through the fifth (5th) year of the initial term and then reduced to an amount pursuant to Transporter’s Tariff.

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 8(a) above, on an ongoing basis and, upon Transporter’s request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper no longer meets the creditworthiness standard described in Section 8(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the

Date: February 20, 2024

Contract No.: 140165

Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Agreement or the guaranty.

3. The creditworthiness requirements of this Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent capacity release, in whole or part, of the Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

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

SHIPPER: WISCONSIN PUBLIC SERVICE CORPORATION

By: Scott J. Lauber
Scott J. Lauber (Mar 1, 2024 09:27 CST)

Title: CEO

Date: Mar 1, 2024

JD srm
JD srm

KAB DK
KAB DK

TS
TS

TRANSPORTER: ANR PIPELINE COMPANY

By: Kay Lemmon

Title: Director, Transportation Accounting and Contracts

Date: Mar 1, 2024

QJ CW

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND WISCONSIN PUBLIC SERVICE CORPORATION (Shipper)

Contract No: 140165

Rate Schedule: ETS

Contract Date: February 20, 2024

Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
277072 ALLIANCE/ANR INT FROM: /1	139258 WPSC - GROUP 1 TO: /1	39000	0	0

/1 Pursuant to Section 4 of this Agreement

Firm Transportation Service Agreement
Rate Schedule FTS-3

Wisconsin Electric Power Company
(#140156)

Agreement Effective Date: November 1, 2025

Date: Feb 13, 2024

Contract No.: 140156

FTS - 3 SERVICE AGREEMENT

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

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

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

1. AUTHORITY FOR TRANSPORTATION SERVICE:

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

2. RATE SCHEDULE: Firm Transportation Service (FTS - 3)

3. CONTRACT QUANTITIES:

Primary Routes- see Exhibit attached hereto

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

4. TERM OF AGREEMENT:

Service shall commence on the date that Transporter is legally authorized to provide, and physically capable of providing, the Service in its entirety (the 'In-Service Date') for the Wisconsin Reliability Project (Project). Transporter anticipates that the In-Service Date will occur on or before November 01, 2025, provided however, in the event that the In-Service Date does not occur by November 01, 2025, the In-Service Date will be as soon as possible thereafter, and Transporter shall have no liability or obligation to shipper as a result of any such delay, and similarly Shipper shall have no liability or obligation to Transporter as a result of this delay. Service will commence on the In-Service Date and continue for a term of ten (10) years from the In-Service Date.

Date: Feb 13, 2024

Contract No.: 140156

Right of First Refusal:

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff).

5. RATES:

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

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

Shipper shall be exempt from paying charges associated with a System Improvement Modernization Mechanism, or any other modernization tracker that may be implemented by Transporter during the term of this Agreement, including any extension thereof.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

Date: Feb 13, 2024

Contract No.: 140156

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

WISCONSIN ELECTRIC POWER COMPANY
333 W. EVERETT ST. A308
MILWAUKEE, WI 53203
Attention: JOHN COUILLARD
Telephone: 414-221-5341
FAX: 414-221-5351
E-mail: john.couillard@we-energies.com

INVOICES AND STATEMENTS:

WISCONSIN ELECTRIC POWER COMPANY
231 W. MICHIGAN ST - PSB-P277
MILWAUKEE, WI 53203
Attention: PAMELA KRAHN
Telephone: 414-221-2649
FAX:
E-mail: PAMELA.KRAHN@WECENERGYGROUP.COM

8. FURTHER AGREEMENT:

A. Creditworthiness

1. During the initial term of this Agreement, Shipper understands and agrees that it will establish and maintain creditworthiness in accordance with Section 8(a) below or provide and maintain Adequate Assurance pursuant to Section 8(b) below.

(a) Shipper will be deemed creditworthy if its unenhanced senior unsecured debt securities are rated at least BBB- by S&P Global Market Intelligence LLC (“**S&P**”) or at least Baa3 by Moody’s Investors Service, Inc. (“**Moody’s**”). In the event Shipper is rated by both S&P and Moody’s, the lower rating applies. Nothing herein shall limit Transporter’s ability to evaluate any of the factors set forth in Section 8(a)(i)– (vi) below

Date: Feb 13, 2024

Contract No.: 140156

where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper. If Shipper has service agreements with Transporter, the total of potential charges of all such service agreements shall be considered in determining creditworthiness.

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

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

(ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(iii) Whether Shipper is operating under any chapter of the United States Bankruptcy Code, is subject to liquidation or debt reduction procedures under state laws, or there is pending any petition for involuntary bankruptcy against Shipper. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if Shipper is continuing and continues in the future to make payment.

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

(v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(vi) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make

Date: Feb 13, 2024

Contract No.: 140156

full payment over the term of the agreement(s) under which such service is to be provided.

(b) If Shipper does not meet the creditworthiness standard described above, Shipper shall provide and maintain Adequate Assurance. As used herein, “**Adequate Assurance**” means:

(i) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper’s payment obligations pursuant to the Service Agreement, from an entity deemed creditworthy by Transporter in accordance with Section 1(a) above (“**Guarantor**”); or

(ii) One of the following collateral options for an amount equal to Shipper’s demand charges payable for twenty-four (24) months of service under the Service Agreement:

(x) an irrevocable standby letter of credit, in a form acceptable to Transporter, in its sole discretion, and issued by a bank or financial institution deemed acceptable by Transporter in its sole discretion; or

(y) a cash security deposit acceptable to Transporter; or

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

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Service Agreement. In the event Shipper provides either one of the collateral options described above in Section 8(b)(ii) above, the amount shall remain at twenty-four (24) months through the fifth (5th) year of the initial term and then reduced to an amount pursuant to Transporter’s Tariff.

2. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with Section 8(a) above, on an ongoing basis and, upon Transporter’s request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines that Shipper no longer meets the creditworthiness standard described in Section 8(a) above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under the

Date: Feb 13, 2024

Contract No.: 140156

Agreement, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under the Agreement or the guaranty.

3. The creditworthiness requirements of this Section 8 shall apply to any assignee pursuant to an assignment (in whole or part) of this Agreement or to any permanent capacity release, in whole or part, of the Agreement. Transporter may refuse to allow Shipper to assign (in whole or part) this Agreement or permanently release capacity from this Agreement if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

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

SHIPPER: WISCONSIN ELECTRIC POWER COMPANY

By: Daniel Krueger
Daniel Krueger (Mar 1, 2024 09:16 CST)

Title: EVP

Date: Mar 1, 2024

JD srm
JD srm

KAB
KAB

JJF
JJF

TRANSPORTER: ANR PIPELINE COMPANY

By: Kay Lennson

Title: Director, Transportation Accounting and Contracts

Date: Mar 1, 2024

DJ CW

PRIMARY ROUTE EXHIBIT

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

Contract No: 140156
Rate Schedule: FTS-3
Contract Date: February 13, 2024
Amendment Date:

Receipt Location	Delivery Location	Annual MDQ/ MHQ (DTH)	Winter MDQ/ MHQ (DTH)	Summer MDQ/ MHQ (DTH)
Name	Name			
277072	384136	9900 413	0 0	0 0
ALLIANCE/ANR INT FROM: /1	HARTFORD EAST TO: /1			

/1 Pursuant to Section 4 of this Agreement

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

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
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6.28 – GT&C, NON-CONFORMING AGREEMENTS	v.33.0.0

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Reserved for Future Use	8.31
Reserved for Future Use	8.32
Reserved for Future Use	8.33
Reserved for Future Use	8.34
Reserved for Future Use	8.35
Reserved for Future Use	8.36
Reserved for Future Use	8.37
Reserved for Future Use	8.38
Reserved for Future Use	8.39
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6.28 NON-CONFORMING AGREEMENTS

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

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

Contract No. 108014
3. Callon Petroleum Operating Company, Habanero Lease Dedication Agreement, dated December 1, 2003.
4. PXP Offshore LLC, Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
5. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
6. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
7. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
8. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
9. Chevron U.S.A. Inc. & BHP Billiton Petroleum (Deepwater) Inc., Lease Dedication Agreement, dated November 14, 2001.
10. Antero Resources Corporation, FTS-1 Agreements, dated September 22, 2014.

Contract Nos. 125082, 125083
11. CNX Gas Company LLC, FTS-1 Agreements, dated January 21, 2015.

Contract Nos. 125723, 125724
12. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.

13. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
14. Iowa Fertilizer Company LLC, FTS-1 Agreement, dated December 23, 2015.
Contract No. 127009
15. EQT Energy, LLC, FTS-1 Agreements, dated February 23, 2015.
Contract Nos. 125852, 125853, 125854
16. Tennessee Valley Authority, FTS-3 Agreement, dated July 23, 2008.
Contract No. 114656
17. Vectren Energy Delivery of Ohio, Inc., ETS Agreements, dated May 20, 2015.
Contract Nos. 126278, 126279
18. Tennessee Valley Authority, FTS-3 Agreement, dated September 2, 2015.
Contract No. 126586
19. Wisconsin Public Service Corporation, ETS Agreement, dated November 8, 2017.
Contract No. 126333
20. Northern Illinois Gas Company d/b/a Nicor Gas Company, ETS Agreement, dated November 9, 2017
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21. Wisconsin Power and Light Company, FTS-3 Agreement, dated November 9, 2017
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22. Wisconsin Power and Light Company, ETS Agreement, dated September 24, 2020
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23. Wisconsin Power and Light Company, ETS Agreement, dated November 8, 2017
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24. Wisconsin Power and Light Company, FTS-3 Agreement, dated November 8, 2017
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25. Venture Global Calcasieu Pass, LLC, FTS-1 Agreement, dated January 22, 2020
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26. Venture Global Calcasieu Pass, LLC, FTS-1 Agreement, dated January 22, 2020
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27. Dynegy Marketing and Trade, LLC, FTS-3 Agreement, dated September 27, 2022
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28. Jackson Generation, LLC, FTS-3 Agreement, dated December 17, 2018
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29. Tourmaline Oil Marketing Corp, FTS-1 Agreement, dated July 22, 2021
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30. Tourmaline Oil Marketing Corp, FTS-1 Agreement, dated July 22, 2021
Contract No. 134858
31. Madison Gas and Electric Company FSS Agreement, dated April 1, 2011
Contract No. 117357
32. Wisconsin Gas LLC ETS Agreement, dated April 1, 2006
Contract No. 108014
33. Centra Gas Manitoba, Inc. FTS-1 Agreement, dated November 1, 2013
Contract No. 120592
34. Devon Gas Services, L.P. PTS-2 Agreement, dated March 1, 2024
Contract No. 140141

35. [Tourmaline Oil Marketing Corp. FTS-1 Agreement, dated November 26, 2024](#)

[Contract No. 141537](#)

36. [Wisconsin Power and Light Company FTS-3 Agreement, dated May 25, 2022](#)

[Contract No. 137657](#)

37. [Wisconsin Power and Light Company FTS-3 Agreement, dated May 25, 2022](#)

[Contract No. 137658](#)

38. [Wisconsin Power and Light Company FTS-3 Agreement, dated May 25, 2022](#)

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39. [North Shore Gas Company ETS Agreement, dated February 13, 2024](#)

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40. [Wisconsin Public Service Corp. DBA WPSC-GEN FTS-3 Agreement, dated February 20, 2024](#)

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41. [Wisconsin Public Service Corporation ETS Agreement, dated February 20, 2024](#)

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42. [Wisconsin Electric Power Company FTS-3 Agreement, dated February 13, 2024](#)

[Contract No. 140156](#)