



February 27, 2026

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

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

Daniel Humble  
Manager, Tariffs

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Re: ANR Pipeline Company  
Non-Conforming Agreement  
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,<sup>1</sup> ANR Pipeline Company (“ANR”) submits for filing and acceptance one (1) Rate Schedule FTS-1 service agreement with non-conforming provisions (“Agreement”) to be part of ANR’s FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). ANR respectfully requests that the Commission accept the Agreement, included herein as Appendix A,<sup>2</sup> to become effective April 1, 2026.

**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:

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<sup>1</sup> 18 C.F.R. Part 154 (2026).

<sup>2</sup> *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 Agreement included herein as a whole document, in PDF format.

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E-mail: daniel\_humble@tcenergy.com

\* Persons designated for official service pursuant to Rule 2010.

**Statement of Nature, Reasons and Basis for Filing**

*Background*

On November 26, 2024, ANR and Tourmaline Oil Marketing Corp. (“Tourmaline”) entered into the Agreement with a contracted maximum daily quantity of 95,000 dekatherms per day and a term of April 1, 2026 through March 31, 2036. Accordingly, ANR is submitting the Agreement as a service agreement containing a non-conforming provision, included herein as part of Appendix A, as further discussed below.

FTS-1 Service Agreement No. 141535  
Between ANR and Tourmaline  
Dated November 26, 2024  
Tariff Record 10.4

*Non-Conforming Provision*

The Agreement submitted in the instant filing contains a provision which deviates from applicable FTS-1 *pro forma* Form of Service Agreement (“PFSA”) in ANR’s Tariff. The non-conforming provision is incorporated onto the Further Agreement section of the Agreement (Section 8) and provides that Tourmaline’s operational transportation path during each summer period (April 1<sup>st</sup> through October 31<sup>st</sup>) shall differ from the operational transportation path during each winter period (November 1<sup>st</sup> through March 31<sup>st</sup>). During each summer, Tourmaline’s capacity will be pathed through ANR’s Farwell meter, through the Bridgman Compressor Station and through the Defiance Compressor Station, and then south down the Southeast Mainline to the primary delivery point. During each winter period, Tourmaline’s capacity will be pathed through ANR’s Farwell meter, then through ANR’s existing Detroit A&B and Willow Run interconnections with DTE Energy, then proceed south down the Southeast Mainline to the primary delivery point. During each winter period, Tourmaline’s service will be limited to firm secondary for deliveries between the Farwell meter and the Defiance Compressor Station.

Section 6.30<sup>3</sup> of ANR’s Tariff permits ANR to enter into transportation agreements with other pipelines in order to render service to its shippers. However, ANR will only render such service to its shippers pursuant to ANR’s Tariff and subject to ANR’s approved rates. As such, the non-conforming provision does not confer benefits on Tourmaline that are not available to all shippers. Additionally, the Agreement reflects a nearly identical non-conforming provision to a provision in a service agreement previously filed and accepted by the Commission.<sup>4</sup> Accordingly, ANR respectfully requests that the Commission accept this deviation from ANR’s PFSA as consistent with the above reasoning and the Commission’s prior order.

To conform with Order No. 714, ANR is submitting the Agreement individually and in its entirety as tariff record 10.4. Additionally, a revised Table of Contents and Section 6.28 are submitted herein as part of Appendix A<sup>5</sup> to reflect the housing of the tariff record in ANR’s Tariff.

#### **Request for Waiver and Effective Date**

ANR respectfully requests that the Commission accept the proposed tariff sections and the Agreement, included as Appendix A, to become effective April 1, 2026.

#### **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, ANR 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 and tariff records (Appendix B); and

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<sup>3</sup> ANR Tariff Part 6.30 – General Terms and Conditions; Off-System Capacity (“Section 6.30”).

<sup>4</sup> See *ANR Pipeline Company*, Docket No. RP25-1161-000 (October 22, 2025) (unpublished Director’s Letter Order) and *ANR Pipeline Company*, Docket No. RP23-261-000 (December 19, 2022) (unpublished Director’s Letter Order).

<sup>5</sup> Additionally, as a housekeeping measure, Appendix A reflects the removal previously approved non-conforming service agreements that were subsequently amended to become non-conforming agreements containing negotiated rates. Accordingly, these agreements have been relocated in ANR’s Tariff. See *ANR Pipeline Company*, Docket No. RP26-111-000 (November 21, 2025) (unpublished Director’s Letter Order).

4. Marked version of the Agreement (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**

**Tariff Sections**

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6.28 - GT&C, NON-CONFORMING AGREEMENTS	v.34.0.0

**Version**

**Tariff Records**

**Section 10 – Non-Conforming Agreements**

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
10.4	TOURMALINE OIL MARKETING CORP.	FTS-1	#141535	v.5.0.0
10.6	Reserved for Future Use			v.4.0.0
10.7	Reserved for Future Use			v.3.0.0
10.8	Reserved for Future Use			v.3.0.0
10.9	Reserved for Future Use			v.3.0.0
10.10	Reserved for Future Use			v.3.0.0

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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  
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  
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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  
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
43. Tourmaline Oil Marketing Corp. FTS-1 Agreement, dated November 26, 2024  
Contract No. 141535

Firm Transportation Service Agreement  
Rate Schedule FTS-1

Tourmaline Oil Marketing Corp.  
(#141535)

Agreement Effective Date: April 1, 2026

**Date: November 26, 2024**

**Contract No.: 141535**

**FTS - 1 SERVICE AGREEMENT**

**This AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and TOURMALINE OIL MARKETING CORP. (Shipper).

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

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

**1. AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

**3. CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

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

**4. TERM OF AGREEMENT:**

This Agreement shall be effective the later of April 01, 2026, or the In-Service Date of the Farwell project and shall continue through March 31, 2036.

Right of First Refusal:

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

Date: November 26, 2024

Contract No.: 141535

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.

6. **INCORPORATION BY REFERENCE:**

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

7. **NOTICES:**

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

**TRANSPORTER:**

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

**Date: November 26, 2024**

**Contract No.: 141535**

**SHIPPER:**

TOURMALINE OIL MARKETING CORP.  
2900, 250 6TH AVE. SW  
CALGARY, CD T2P 3H7  
Attention:     MARKETING TEAM  
Telephone:    403-515-3355  
FAX:           555-555-5555  
E-mail:        MARKETINGTEAM@TOURMALINEOIL.COM

**INVOICES AND STATEMENTS:**

TOURMALINE OIL MARKETING CORP.  
2900, 250 6TH AVE. SW  
CALGARY, CD T2P 3H7  
Attention:     MARKETING TEAM  
Telephone:    403-515-3355  
FAX:           555-555-5555  
E-mail:        MARKETINGTEAM@TOURMALINEOIL.COM

**8. FURTHER AGREEMENT:**

The operational contract path during each summer period (April 1st through October 31st) will differ from the operational contract path during each winter period (November 1st through March 31st). During each summer period, Shipper's transportation capacity will be pathed from ANR's Farwell meter, then through the Bridgman Compressor Station, then through the Defiance Compressor Station, and then south down the Southeast Mainline to the Primary Delivery Point.

During each winter period Shipper's transportation capacity will be pathed from Transporter's Farwell meter, then through Transporter's existing Detroit A & B and Willow Run interconnections with DTE Energy, then proceed south down the Southeast Mainline to the Primary Delivery Point.

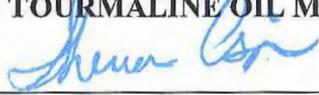
During each winter period, Shipper's priority of service will be limited to firm secondary for deliveries between the Farwell meter and the Defiance Compressor station.

Date: November 26, 2024

Contract No.: 141535

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: TOURMALINE OIL MARKETING CORP.

By: 

Title: Sherra Aspin  
VP Marketing

Date: \_\_\_\_\_

TRANSPORTER: ANR PIPELINE COMPANY

By: 

Title: Director, Transportation Accounting and Contracts

Date: 01/06/2025

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CW

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND TOURMALINE OIL MARKETING CORP. (Shipper)**

Contract No: 141535  
Rate Schedule: FTS-1  
Contract Date: November 26, 2024  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
48644 FARWELL (RECEIPT) FROM: April 01, 2026	345116 S E CDP (TRANSMISSION) TO: March 31, 2036	95000	0	0

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

PART 10.6  
10.6 – Non-Conf Agmt  
Reserved For Future Use  
v. 4.0.0

Reserved For Future Use

Issued: February 19, 2026  
Effective: April 1, 2026

(Option Code A)

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

PART 10.7  
10.7 – Non-Conf Agmt  
Reserved For Future Use  
v. 3.0.0

Reserved For Future Use

Issued: February 19, 2026  
Effective: April 1, 2026

(Option Code A)

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

PART 10.8  
10.8 – Non-Conf Agmt  
Reserved For Future Use  
v. 3.0.0

Reserved For Future Use

Issued: February 19, 2026  
Effective: April 1, 2026

(Option Code A)

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

PART 10.9  
10.9 – Non-Conf Agmt  
Reserved For Future Use  
v. 3.0.0

Reserved For Future Use

Issued: February 19, 2026  
Effective: April 1, 2026

(Option Code A)

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

PART 10.10  
10.10 – Non-Conf Agmt  
Reserved For Future Use  
v. 3.0.0

Reserved For Future Use

Issued: February 19, 2026  
Effective: April 1, 2026

(Option Code A)

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

**Marked Tariff**

**Tariff Sections**

**Version**

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**Tariff Records**

**Section 10 – Non-Conforming Agreements**

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10.7	Reserved for Future Use			v.3.0.0
10.8	Reserved for Future Use			v.3.0.0
10.9	Reserved for Future Use			v.3.0.0
10.10	Reserved for Future Use			v.3.0.0

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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

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  
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37. Wisconsin Power and Light Company FTS-3 Agreement, dated May 25, 2022  
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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  
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
43. [Tourmaline Oil Marketing Corp. FTS-1 Agreement, dated November 26, 2024](#)  
[Contract No. 141535](#)

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

~~PART 10.6  
10.6 Non-Conf Agmt  
Wisconsin Power and Light Company FTS 3 Agmt (#137665)  
v.3.0.0~~

Reserved for Future Use

~~Firm Transportation Service Agreement  
Rate Schedule FTS-3~~

~~Wisconsin Power and Light Company  
(#137665)~~

~~Agreement Effective Date: November 1, 2025~~

~~Issued: October 1, 2025  
Effective: November 1, 2025~~

~~(Option Code A)~~

~~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 (5<sup>th</sup>) 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: ~~

~~Title: Director, Transportation Accounting and Contracts~~

~~Date: June 23, 2022~~

DS  
Dg

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KSA

**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			

Reserved for Future Use

~~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@weceenergygroup.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.~~

~~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 (5<sup>th</sup>) 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)~~

jd  
jd

~~Title: EVP~~

KAB  
KAB

~~Date: Mar 1, 2024~~

AGM  
AGM

~~TRANSPORTER: ANR PIPELINE COMPANY~~

~~By: ~~

SRM  
SRM

~~Title: Director, Transportation Accounting and Contracts~~

DJ      CW

~~Date: Mar 1, 2024~~

**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)
<del>277072</del> <del>ALLIANCE/ANR INT</del> <del>FROM: /1</del>	<del>261574</del> <del>PARIS - NORTH SHORE</del> <del>TO: /1</del>	20000	0	0

/1 Pursuant to Section 4 of this Agreement

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

~~PART 10.8  
10.8 Non-Conf Agmt  
Wisconsin Public Service Corp. DBA WPSC-GEN FTS-3  
Agmt (#140164)  
v.2.0.0~~

Reserved for Future Use

~~Firm Transportation Service Agreement  
Rate Schedule FTS-3~~

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

~~Agreement Effective Date: November 1, 2025~~

~~Issued: October 1, 2025  
Effective: November 1, 2025~~

(Option Code A)

~~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 (5<sup>th</sup>) 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  
JD sm  
sm~~

~~KAB  
KAB~~

~~JFF  
JFF~~

~~TRANSPORTER: ANR PIPELINE COMPANY~~

~~By: Kay [Signature]~~

~~Title: Director, Transportation Accounting and Contracts~~

~~Date: Mar 1, 2024~~

~~[Signature] 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)
277072	387791	10100 421	0	0
ALLIANCE/ANR-INT FROM: /1	KAUKAUNA TO: /1			

/1 Pursuant to Section 4 of this Agreement

Reserved for Future Use

~~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 (5<sup>th</sup>) 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~~

~~FS  
FS~~

~~TRANSPORTER: ANR PIPELINE COMPANY~~

~~By: [Signature]~~

~~Title: Director, Transportation Accounting and Contracts~~

~~Date: Mar 1, 2024~~

~~[Signature] 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)
<del>277072 ALLIANCE/ANR INT FROM: /1</del>	<del>139258 WPSC - GROUP 1 TO: /1</del>	39000	0	0

/1 Pursuant to Section 4 of this Agreement

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

~~PART 10.10  
10.10 Non-Conf Agmt  
Wisconsin Electric Power Company FTS 3 Agmt (#140156)  
v.2.0.0~~

Reserved for Future Use

~~Firm Transportation Service Agreement  
Rate Schedule FTS-3~~

~~Wisconsin Electric Power Company  
(#140156)~~

~~Agreement Effective Date: November 1, 2025~~

~~Issued: October 1, 2025  
Effective: November 1, 2025~~

~~(Option Code A)~~

~~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 (5<sup>th</sup>) 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 asm  
JD SFRM~~

~~KAB  
KAB~~

~~JJF  
JJF~~

~~TRANSPORTER: ANR PIPELINE COMPANY~~

~~By: Kay Lamm~~

~~Title: Director, Transportation Accounting and Contracts~~

~~Date: Mar 1, 2024~~

~~By 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)
277072	384136	9900 413	0	0
<del>ALLIANCE/ANR INT FROM: /1</del>	<del>HARTFORD EAST TO: /1</del>			

/1 Pursuant to Section 4 of this Agreement

**Appendix C**  
***ANR Pipeline Company***  
***FERC Gas Tariff, Third Revised Volume No. 1***  
**Marked Agreement**

- 1) Tourmaline Oil Marketing Corp.  
Rate Schedule FTS-1 Service Agreement (#141535)

**Date: November 26, 2024**

**Contract No.: 141535**

**FTS - 1 SERVICE AGREEMENT**

**This AGREEMENT** is entered into by ANR Pipeline Company (Transporter) and TOURMALINE OIL MARKETING CORP. (Shipper).

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

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

**1. AUTHORITY FOR TRANSPORTATION SERVICE:**

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

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

**3. CONTRACT QUANTITIES:**

Primary Routes- see Exhibit attached hereto

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

**4. TERM OF AGREEMENT:**

This Agreement shall be effective the later of April 01, 2026, or the In-Service Date of the Farwell project and shall continue through March 31, 2036.

Right of First Refusal:

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

**Date: November 26, 2024**

**Contract No.: 141535**

**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.

**6. INCORPORATION BY REFERENCE:**

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

**7. NOTICES:**

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

**TRANSPORTER:**

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

**Date: November 26, 2024**

**Contract No.: 141535**

**SHIPPER:**

TOURMALINE OIL MARKETING CORP.  
2900, 250 6TH AVE. SW  
CALGARY, CD T2P 3H7  
Attention:     MARKETING TEAM  
Telephone:    403-515-3355  
FAX:           555-555-5555  
E-mail:        MARKETINGTEAM@TOURMALINEOIL.COM

**INVOICES AND STATEMENTS:**

TOURMALINE OIL MARKETING CORP.  
2900, 250 6TH AVE. SW  
CALGARY, CD T2P 3H7  
Attention:     MARKETING TEAM  
Telephone:    403-515-3355  
FAX:           555-555-5555  
E-mail:        MARKETINGTEAM@TOURMALINEOIL.COM

**8. FURTHER AGREEMENT:**

The operational contract path during each summer period (April 1st through October 31st) will differ from the operational contract path during each winter period (November 1st through March 31st). During each summer period, Shipper's transportation capacity will be pathed from ANR's Farwell meter, then through the Bridgman Compressor Station, then through the Defiance Compressor Station, and then south down the Southeast Mainline to the Primary Delivery Point.

During each winter period Shipper's transportation capacity will be pathed from Transporter's Farwell meter, then through Transporter's existing Detroit A & B and Willow Run interconnections with DTE Energy, then proceed south down the Southeast Mainline to the Primary Delivery Point.

During each winter period, Shipper's priority of service will be limited to firm secondary for deliveries between the Farwell meter and the Defiance Compressor station.

**Date: November 26, 2024**

**Contract No.: 141535**

**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: TOURMALINE OIL MARKETING CORP.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TRANSPORTER: ANR PIPELINE COMPANY**

**By:** \_\_\_\_\_

**Title:** Director, Transportation Accounting and Contracts

**Date:** \_\_\_\_\_

**PRIMARY ROUTE EXHIBIT**  
**To Agreement Between**  
**ANR PIPELINE COMPANY (Transporter)**  
**AND TOURMALINE OIL MARKETING CORP. (Shipper)**

Contract No: 141535  
Rate Schedule: FTS-1  
Contract Date: November 26, 2024  
Amendment Date:

Receipt Location Name	Delivery Location Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
48644 FARWELL (RECEIPT) FROM: April 01, 2026	345116 S E CDP (TRANSMISSION) TO: March 31, 2036	95000	0	0