

time since its rates were established as part of a settlement of ANR's last general NGA Section 4 rate filing in Docket No. RP94-43-000;⁴ (b) to roll in the costs of certain expansion facilities; (c) to implement term-differentiated rates for firm storage service; (d) to implement roll-down mechanisms for incremental projects; and (e) on a prospective basis, following a Commission order approving the proposal, to change from its existing seven-zone rate structure to a four-zone structure, by eliminating three of its existing zone boundaries (the "Preferred Case").

B. Some parties protested ANR's proposed rate increase and various proposals included in the Rate Filing. Certain parties also sought partial summary disposition or rejection of certain aspects of the Rate Filing.

C. On February 29, 2016, the Commission issued the Suspension Order accepting and suspending ANR's proposed tariff sections subject to refund, conditions, and the outcome of a hearing. In the Suspension Order, the Commission suspended the effectiveness of ANR's proposed rates for the maximum five (5)-month period to be effective August 1, 2016, subject to refund. The Commission also established an evidentiary hearing to explore the issues presented in the Rate Filing.

D. On March 8, 2016, and March 14, 2016, respectively, ANR and Antero Resources Corporation sought clarification or rehearing of the Suspension Order with respect to the status of ANR's Preferred Case four-zone rate structure proposal. Certain other parties filed in response to these requests. On May 31, 2016, the Commission issued the Rehearing Order, stating that ANR's Preferred Case four-zone rate structure proposal is among the issues set for hearing in this proceeding.

⁴ See *ANR Pipeline Co.*, 82 FERC ¶ 61,145 (1998).

E. The Honorable Dawn E. B. Scholz was designated as the Presiding Administrative Law Judge (“Presiding ALJ”) by order of the Acting Chief Administrative Law Judge issued on March 2, 2016. Judge Scholz initiated the hearing phase of the proceeding on March 18, 2016, by convening a prehearing conference in order to establish a procedural schedule and discovery procedures. On March 23, 2016, Judge Scholz issued an order establishing the procedural schedule and discovery procedures for the hearing. Subsequently, by order issued on May 17, 2016, the Honorable Patricia E. Hurt was designated to substitute for Judge Scholz as the Presiding ALJ. Pursuant to the procedural schedule, ANR responded to discovery requests submitted by the Commission’s Trial Staff (“Trial Staff”) and other participants.

F. ANR and the active participants in the proceeding, including Trial Staff, began discussions toward a negotiated settlement of issues raised by ANR’s Rate Filing at an informal settlement conference held in Chicago, Illinois on March 9, 2016. On March 23, 2016, the Acting Chief Administrative Law Judge appointed Judge Philip C. Baten as Settlement Judge to convene a settlement conference and conduct settlement negotiations. The parties exchanged multiple settlement offers and participated in settlement conferences in Washington, D.C. on June 14, 2016, July 14-15, 2016, and July 26-27, 2016. As a result of these discussions, ANR and the active parties reached an agreement in principle to settle all issues in this case based on the terms that are reflected in this Settlement. On August 16, 2016, Judge Baten reported to the Commission that the parties had reached a settlement in principle.

G. On July 29, 2016, ANR moved to place the rates reflected in its Rate Filing into effect on August 1, 2016, subject to refund (the “Motion Rates”) and moved to put into

effect its proposed new Tariff Sections 6.37 or 6.38 (“Roll-Down Mechanism Tariff Proposals”). Also on July 29, 2016, ANR moved to supersede, effective August 1, 2016, the Motion Rates and place into effect the rates agreed to by the parties as part of the settlement in principle (the “Management-Adjusted Rates”) on an interim basis, subject to ANR’s rights to increase the Management-Adjusted Rates to a level up to the Motion Rates at any time prior to the filing of a formal settlement document in this proceeding. The Management-Adjusted Rates do not include the Roll-Down Mechanism Tariff Proposals (meaning that the Roll-Down Mechanism Tariff Proposals are not in effect). On August 31, 2016, the Commission granted ANR’s July 29, 2016 motion to place the Management-Adjusted Rates into effect on August 1, 2016. Subsequently, on September 1, 2016, ANR filed to amend the Management-Adjusted Rates to correct an erroneous footnote included in Part 4.12 of ANR’s Statement of Rates relating to Rate Schedule ETS.

H. On August 3, 2016, ANR filed a Motion to Suspend the Procedural Schedule and Waive Answer Period. The Acting Chief Administrative Law Judge suspended the procedural schedule on August 3, 2016.

ARTICLE II INDIVISIBILITY OF SETTLEMENT TERMS/BLACK BOX SETTLEMENT

A. ANR and the Settling Parties have engaged in extensive settlement negotiations in an effort to resolve all issues set for hearing in the Suspension Order and the Rehearing Order. This Settlement provides for a reasonable and comprehensive resolution of all issues and matters in dispute in this proceeding. This Settlement is a compromise among many parties with diverse and often conflicting interests. It is an integrated

package, and ANR and the Settling Parties request that it be approved in its entirety, without modification.

B. The Settlement Rates and depreciation rates set forth in Articles VI.A. and VIII, respectively, are “black box” rates in the sense that there is no agreement on any underlying assumptions or methodologies for deriving the Settlement Rates or depreciation rates.

**ARTICLE III
SETTLING PARTIES AND CONTESTING PARTIES**

A. Settling Parties

A “Settling Party” is any party or shipper on ANR that is not a Contesting Party.⁵ References to Settling Party or Parties within this document do not include ANR, though ANR is a party to this Settlement.

B. Contesting Parties

1. Any person, excluding ANR, shall become a Contesting Party on the date that it:

- (a) files any pleading at the Commission opposing or seeking to condition or modify this Settlement as a whole or any of its provisions, except for filings permitted under Article V.A.;
- (b) provides notice as set forth in Article IV.A.4. that it elects to become a Contesting Party; or
- (c) takes any action inconsistent with the terms of the Settlement.

⁵ The parties listed in Appendix A have indicated that they support or do not oppose the Settlement.

2. In the event that there are one (1) or more Contesting Parties, ANR shall submit a tariff filing to restore the Motion Rates, making them effective solely for Contesting Parties. Except with respect to service provided to a Contesting Party pursuant to a negotiated rate service agreement or discounted rate service agreement, ANR shall have the right to charge a Contesting Party the maximum filed tariff rates set forth in the Motion Rates for service provided to a Contesting Party, for the period commencing August 1, 2016, until the Commission issues an order resolving, on the merits, the appropriate treatment of the Contesting Party, and the rates that are applicable to the Contesting Party are placed into effect. ANR shall have the right to charge any Contesting Party the difference between what would have been recovered by ANR under the Motion Rates (giving effect to any negotiated rate or discount agreement that was in place) and the rates actually collected from the party under each contract for the period commencing on August 1, 2016, until the date that the party became a Contesting Party (“Contesting Party Make-Up Charge”). The billing adjustment to collect the Contesting Party Make-Up Charge will be calculated based upon the period during which the Management-Adjusted Rates were in effect for the Contesting Party, as follows:

(a) if the Management-Adjusted Rates are in effect for the Contesting Party for a period of fewer than six (6) months, the Contesting Party Make-Up Charge will be billed in one (1) lump-sum amount;

(b) if the Management-Adjusted Rates are in effect for the Contesting Party for a period of six (6) months or greater, but fewer than twenty-four (24) months, the Contesting Party Make-Up

Charge shall be billed in six (6) equal monthly installments, which installments shall be calculated by dividing the Contesting Party Make-Up Charge by six (6); and

(c) if the Management-Adjusted Rates are in effect for the Contesting Party for a period of twenty-four (24) months or greater, the Contesting Party Make-Up Charge shall be billed in twelve (12) equal monthly installments, which installments shall be calculated by dividing the Contesting Party Make-Up Charge by twelve (12).

The calculation of the Contesting Party Make-Up Charge shall include interest at the interest rate established by using the methodology set forth in 18 C.F.R. § 154.501(d) (2016). ANR shall begin applying any billing adjustment to collect the Contesting Party Make-Up Charge to the next applicable monthly bill to any Settling Party that becomes a Contesting Party, following Commission acceptance of the appropriate tariff filing necessary to implement the Contesting Party Make-Up Charge. The Contesting Party Make-Up Charge is subject to refund based upon the ultimate determination of just and reasonable rates applicable to the Contesting Party.

3. Subject to Article III.B.5., Contesting Parties shall forego any and all rights or obligations under the Settlement except for the obligation to pay the Contesting Party Make-Up Charge, if applicable. ANR shall retain all rights to file base rate or any other tariff changes pursuant to Section 4 of the NGA that will be applicable to all Contesting Parties, notwithstanding anything in this Settlement. Any Commission orders during the term of this Settlement related to NGA Section 4 filings that are otherwise precluded by the Settlement shall only become effective as to Contesting Parties. The

Settlement Rates are not subject to modification as a result of the outcome of any rate litigation involving a Contesting Party.

4. To the extent that Settling Parties and Contesting Parties are subject to different applicable maximum recourse rates, the following shall apply:

(a) the rate that an existing customer must match to retain its existing capacity under the right of first refusal process, or that any bidder must bid to obtain that capacity, shall be based on the maximum recourse rate that is applicable to the existing shipper's contract; and

(b) to the extent that a maximum recourse rate applies to a capacity release, the maximum recourse rate that will be applicable to the replacement shipper shall be the maximum recourse rate that is applicable to the releasing shipper's contract.

5. Nothing herein shall preclude the Commission from approving this Settlement (i) as an overall package over the objection of a Contesting Party or (ii) over the objection of a Contesting Party that has a sufficiently attenuated interest so that, in either case, the Settlement is applied to the Contesting Party (in which event the Contesting Party shall become a Settling Party from the date of the order forward only). Nothing herein shall preclude ANR or any Settling Party from requesting such action by the Commission. However, ANR and the Settling Parties are prohibited from requesting a ruling by the Commission on the merits of the Settlement in the event the Settlement is contested.

**ARTICLE IV
SETTLEMENT EFFECTIVENESS**

A. Effective Date

1. The various provisions of this Settlement are not severable and will become binding and effective on the “Effective Date,” which shall be determined as follows:

(a) if the Commission issues an order approving this Settlement without modification(s) and/or condition(s), the Effective Date shall be the date of the order approving this Settlement;

(b) if the Commission issues an order approving this Settlement with modification(s) or condition(s), and neither any Settling Party nor ANR provides notice pursuant to the first sentence of Article IV.A.2., the Effective Date shall be the eighth (8th) calendar day after the date of the order approving this Settlement;

(c) if the Commission issues an order approving this Settlement with modification(s) or condition(s), and any Settling Party or ANR provides notice pursuant to the first sentence of Article IV.A.2., the Effective Date shall be as specified in Article IV.A.2.

The term of the Settlement shall begin on the Effective Date and shall terminate when new generally applicable rates become effective subject to Article IV.B.

2. If the Commission issues an order approving this Settlement subject to a modification or condition that materially and adversely affects any provision of this Settlement, as determined by the affected Settling Party or ANR in its reasonable discretion, the Settling Party or ANR shall so notify the other participants within seven (7)

calendar days of the date of such a Commission order. Upon that notice, the Settling Parties, Trial Staff and ANR will engage in a good faith meet-and-confer process to: (i) determine whether the Commission-imposed modification(s) or condition(s) can be accepted by all Settling Parties, Trial Staff and ANR, or, if not, (ii) make changes to the Settlement as are necessary so it is acceptable to all Settling Parties, Trial Staff and ANR (the changed settlement shall be referred to as the “Amended Settlement”).

(a) If within fourteen (14) calendar days of the date of the Commission order the Settling Parties, Trial Staff and ANR are unable to agree as provided for in (i) or (ii) in the preceding paragraph, then the obligation to meet and confer in good faith shall cease, and the Effective Date shall be the twenty-second (22nd) calendar day after the date of the Commission order approving the Settlement, subject to the rights of ANR and the Settling Parties as set forth in Article IV.A.3. and Article IV.A.4., respectively.

(b) If as a result of the good faith meet-and-confer process, all Settling Parties, Trial Staff and ANR agree that they can accept the Commission-imposed modification(s) or condition(s), the Effective Date shall be the twenty-second (22nd) calendar day after the date of the Commission order approving the Settlement.

(c) If as a result of the good faith meet-and-confer process, the Settling Parties and ANR agree within twenty-one (21) calendar days after the date of the Commission order to an Amended

Settlement, the Amended Settlement shall be filed with the Commission and this Settlement shall not take effect.

3. If an order approving the Settlement requires a modification(s) or imposes a condition(s) that materially and adversely affects ANR, as determined by ANR in its reasonable discretion, then within twenty-one (21) calendar days of the Commission order and following the good-faith meet-and-confer process prescribed in Article IV.A.2. above, ANR shall provide notice to all participants to the proceeding stating whether it will seek rehearing or clarification of the Commission order or withdraw the Settlement. If ANR elects to withdraw the Settlement, it shall provide written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding within twenty-one (21) days of the date of the Commission order. If ANR does not withdraw the Settlement, then the Settlement shall become effective with the modification(s) or condition(s) required by the Commission, on the twenty-second (22nd) day following the date of the Commission order, subject to the outcome of any request for rehearing/clarification or appeal filed by ANR. If ANR elects to file a request for rehearing/clarification or appeal requesting that the Commission approve the Settlement as filed, then no Settling Party shall oppose such a request for rehearing/clarification or appeal. Within seven (7) calendar days of the date on which a Commission order denying such a request for rehearing/clarification pursuant to this Article IV.A.3. becomes a Final Order, ANR shall have the option to withdraw the Settlement by providing written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding.

4. If an order approving the Settlement requires a modification(s) or imposes a condition(s) that materially and adversely affects any Settling Party, as

determined by the Settling Party in its reasonable discretion, then within twenty-one (21) calendar days of the issuance of the Commission order and following the good-faith meet-and-confer process prescribed in Article IV.A.2. above, the Settling Party shall provide notice to all participants of one (1) of the following:

- (a) The Settling Party will continue to be bound by the Settlement and will not seek rehearing or clarification;
- (b) The Settling Party will continue to be bound by the Settlement and will seek rehearing or clarification of the Commission order; or
- (c) The Settling Party will become a Contesting Party.

If the Settling Party elects to continue to be bound by the Settlement, then the Settlement is effective as to the Settling Party with the modification(s) or condition(s) required by the Commission, subject to the outcome of any request for rehearing/clarification or appeal filed by the Settling Party. If the Settling Party elects to file a request for rehearing/clarification or appeal requesting the Commission approve the Settlement as filed, then neither ANR nor any Settling Party will oppose the request for rehearing/clarification or appeal. Filing a request for rehearing or clarification that is consistent with the Settlement does not constitute notice of intent to become a Contesting Party. A Settling Party may also elect to become a Contesting Party within seven (7) calendar days after an order denying the Settling Party's request for rehearing/clarification or appeal by providing written notice to all participants to the proceeding that it elects to become a Contesting Party. Within seven (7) calendar days of receipt of a notice that a Settling Party elects to become a Contesting Party, ANR shall have the option, but not the

obligation, to withdraw the Settlement by providing written notice of withdrawal of the Settlement to the Commission and all participants in this proceeding.

5. For purposes of this Settlement, a “Final Order” is an order by the Commission for which no request for rehearing or petition for review or certiorari is pending and for which the statutory time period within which to seek rehearing, review or certiorari has expired.

B. Effect of Withdrawal of the Settlement by ANR or Rejection by the Commission or a Court

Any written notice of withdrawal permitted by the Settlement and provided by ANR, or any rejection of the Settlement by the Commission or a court of competent jurisdiction, shall cause the Settlement to be terminated and to become null and void, and all parties shall be returned to the status quo as it existed prior to August 1, 2016; provided, however, that ANR shall be entitled to implement the procedures set forth in Article VI.B. regarding the Rate Reduction Make-Up Charge. If ANR provides notice of withdrawal or the Settlement is rejected by the Commission or a court of competent jurisdiction, ANR may take any necessary action, including submission of a tariff filing, to restore or otherwise make effective the Motion Rates as of August 1, 2016, and no former Settling Party shall oppose that action taken by ANR.

**ARTICLE V
MORATORIUM AND MANDATORY FILING REQUIREMENT**

A. Moratorium

1. The period from the Effective Date of this Settlement, as established pursuant to Article IV.A.1., until the later of (a) August 1, 2019, or (b) the date on which ANR has spent a total of \$837 million in capital additions as described in Article IX and as

identified in the written notification to be provided by ANR pursuant to Article IX.A, is referred to herein as the “Moratorium.” If the Moratorium has not ended pursuant to (a) or (b) above, then the Moratorium shall end no later than July 31, 2022.

2. Except in accordance with this Article, during the Moratorium, ANR shall not make any filing that would become effective prior to the expiration of the Moratorium proposing (a) to increase or modify the Settlement Rates established pursuant to Article VI.A., (b) to establish any cost recovery mechanism pursuant to the Commission’s April 16, 2015 *Policy Statement on Cost Recovery Mechanisms for Modernization of Natural Gas Facilities*, 151 FERC ¶ 61,047 (2015) (“Modernization Policy Statement”), (c) subject to Article V.A.5., to add any other kind of surcharge beyond the surcharges established in the tariff as of August 1, 2016, or (d) otherwise to modify the terms of the Settlement or the tariff amendments contained in the pro forma Tariff sections attached as Appendix B.

3. Settling Parties, whether acting individually, with others, or in support of others, will not initiate or support any effort, pursuant to Section 5 of the NGA or any other statutory provision, at the Commission or with any other governmental authority or regulatory body having jurisdiction over ANR, to modify in any way, with respect to ANR or any Settling Party, the Settlement Rates established pursuant to Article VI.A., or any other provision of this Settlement, including but not limited to challenging, contesting, or otherwise opposing the tariff amendments contained in the pro forma Tariff sections attached as Appendix B, if the modification would become effective prior to August 1, 2019; provided, however, that commencing on January 31, 2019, any Settling Party(ies) may initiate or support an action pursuant to Section 5 of the NGA to modify the

Settlement Rates established pursuant to Article VI.A., but may not advocate or support a rate change that would become effective prior to August 1, 2019. However, if the Commission initiates an action against ANR under Section 5 of the NGA, regardless of the timing of the action, the Settling Parties retain all their rights and may take any position in that proceeding irrespective of the terms of the Settlement, provided that the Settling Parties are prohibited from advocating or supporting a rate change that would become effective prior to August 1, 2019. Similarly, ANR is prohibited from advocating or supporting a rate change that would become effective prior to the end of the Moratorium; however, ANR shall be free to oppose or otherwise take any other position with respect to any proceeding described in this Article V.A.3.

4. During the Moratorium, all Settling Parties and ANR shall be free, so long as no Settling Party or ANR actively seeks to undermine this Settlement or the enforcement of any of its provisions, to (i) advance legislative changes and/or petition to initiate rulemaking proceedings of general industry-wide applicability; (ii) actively participate in any rulemaking, notice of inquiry, or similar proceeding of general applicability before the Commission (“Commission Rulemakings”); (iii) petition for and actively participate in judicial appeals or remands of Commission Rulemakings or unrelated pipeline proceedings; (iv) participate in any other Commission proceeding and any related judicial appeals and take any position on any issue in that proceeding; and/or (v) take any position with respect to any filing made by ANR pursuant to Article V.A.5.

5. During the Moratorium, ANR may take any of the following actions, in addition to the actions permitted by Article V.A.4.:

- (a) file tariff provisions specifically required by any order issued after August 1, 2016, resulting from any Commission Rulemaking proceeding(s) or any Commission order of general applicability;
- (b) make any filing to implement any changes to the Settlement mandated by legislation and specifically required by subsequent Commission order issued after August 1, 2016;
- (c) make any filing pursuant to Sections 4 or 7 of the NGA not inconsistent with the terms of the Settlement:
 - (i) proposing to construct and operate facilities or to provide new service(s) not covered by the Settlement;
 - (ii) proposing any incremental rate, maximum recourse rate, and/or rate schedule applicable solely to new facilities or new service(s) set forth in Article V.A.5.(c)(i);
 - (iii) proposing new terms or conditions of service, except where the new terms or conditions of service (1) would impose a new fee or other charge on existing service(s), and (2) would materially and adversely affect any Settling Party(ies) that opposes or otherwise challenges the filing or, in the case of a State Commission, the ANR shipper(s) over which the State Commission has jurisdiction;
- (d) provide discounts to the Settlement Rates;
- (e) enter into negotiated rate agreements; and
- (f) take any other action and make any other filing not inconsistent with this Settlement.

B. Mandatory Rate Filing Requirement

ANR shall file a general rate case pursuant to Section 4 of the NGA such that the rates proposed therein will be effective no later than August 1, 2022, taking into account any suspension period that may be imposed by the Commission, unless rates set in an NGA Section 5 investigation have become effective prior to August 1, 2022.

**ARTICLE VI
SETTLEMENT RATES**

A. Settlement Rates

1. The Management-Adjusted Rates that became effective on August 1, 2016, as described in Article I.G., shall remain in effect as the Settlement Rates for the Settling Parties from the Effective Date until the termination of the Settlement pursuant to Article IV.A.1.

2. Effective on April 1, 2017, ANR's storage rates shall be as set forth on the pro forma Tariff sections attached as Appendix B, and shall be known as the "Storage Settlement Rates." The length of the primary or extension term of any storage contract shall determine the maximum effective recourse storage rate level applicable during the respective term of each.

3. The Management-Adjusted Rates and the Storage Settlement Rates shall together be referred to as the "Settlement Rates." Nothing in this Settlement requires customers served pursuant to discounted rate contracts or negotiated rate contracts to pay the Settlement Rates for services provided pursuant to those contracts.

4. During the term of the Settlement, ANR shall charge all interruptible transportation customers the interruptible rates for the applicable service

indicated in the Settlement Rates, subject to any negotiated or discounted rates, and shall not charge a higher incremental rate for this service.

B. Rate Reduction Make-Up Charge

To the extent that the Settlement is rejected by the Commission or a court of competent jurisdiction or ANR withdraws the Settlement pursuant to Articles IV.A.3. or IV.A.4., ANR shall have the right to charge each former Settling Party to the extent the party has paid a lower rate by virtue of the Management-Adjusted Rates, but any such charge shall be subject to refund. The amount of the charge shall be the difference between what would have been recovered by ANR under the Motion Rates (giving effect to any negotiated rate or discount agreement that was in place) and the rates actually collected from each Settling Party under each contract for the period commencing on August 1, 2016, until the date that the Settlement is rejected by the Commission or a court of competent jurisdiction or withdrawn by ANR (“Rate Reduction Make-Up Charge”). The billing adjustment to collect the Rate Reduction Make-Up Charge will be calculated based upon the period during which the Management-Adjusted Rates were in effect for the party, as follows:

- (a) if the Management-Adjusted Rates are in effect for a period of fewer than six (6) months, the Rate Reduction Make-Up Charge will be billed in one (1) lump-sum amount;
- (b) if the Management-Adjusted Rates are in effect for a period of six (6) months or greater, but fewer than twenty-four (24) months, the Rate Reduction Make-Up Charge shall be billed in six (6) equal monthly installments, which installments shall be

calculated by dividing the Rate Reduction Make-Up Charge by six (6); and

(c) if the Management-Adjusted Rates are in effect for a period of twenty-four (24) months or greater, the Rate Reduction Make-Up Charge shall be billed in twelve (12) equal monthly installments, which installments shall be calculated by dividing the Rate Reduction Make-Up Charge by twelve (12).

However, individual shippers may elect to pay the billing adjustment over a shorter period of time. The calculation of the Rate Reduction Make-Up Charge shall include interest at the interest rate established by using the methodology set forth in 18 C.F.R. § 154.501(d) (2016). ANR shall begin applying any billing adjustment to the party's next applicable monthly bill, following Commission acceptance of the appropriate tariff filing necessary to implement the Rate Reduction Make-Up Charge. Each Settling Party agrees that it will not contest the lawfulness of the Rate Reduction Make-Up Charge; provided, however, that any party may seek to correct the implementation of the Rate Reduction Make-Up Charge, or to correct a calculation or billing error pursuant to Section 6.17.3 of the Tariff, and provided further that the Rate Reduction Make-Up Charge remains subject to refund based upon the ultimate determination of just and reasonable rates in this proceeding.

ARTICLE VII COLD SPRINGS 1 RATES

The Settlement Rates set forth in Article VI.A. maintain the current incremental rates for Rate Schedule FSS and Rate Schedule DDS services on the Cold Springs 1 Storage Project (Docket No. CP06-640-000).

ARTICLE VIII DEPRECIATION

Effective August 1, 2016, ANR shall apply the depreciation rates and negative salvage percentages set forth in Column 1 of Appendix C for regulatory accounting purposes. On the day following the expiration of the Moratorium and thereafter until changed by order of the Commission, ANR shall apply the depreciation rates and negative salvage percentages set forth in Column 2 of Appendix C for regulatory accounting purposes. A Final Order approving the Settlement shall constitute all necessary authority, including under Sections 8 and 9 of the NGA, for ANR to apply the Appendix C depreciation rates.

ARTICLE IX CAPITAL EXPENDITURES

A. ANR commits to making capital expenditures of at least \$837 million over the three (3)-year period ending December 31, 2018, for Reliability and Modernization Projects. For purposes of this Settlement, “Reliability and Modernization Projects” include all capital projects that enhance the efficiency, reliability, and/or safety of ANR’s system and do not include expansion projects or projects that otherwise increase the capacity of ANR’s system. ANR shall provide written notification to all participants within thirty (30) days after ANR has made \$837 million in capital expenditures for Reliability and Modernization Projects, and the notification shall identify the date as of which ANR has expended that amount. The notice will also provide written detail sufficient to verify the purpose for and amounts of the capital expenditures to demonstrate that the capital expenditures are consistent with this Settlement.

B. ANR’s current estimate of annual expenditures on Reliability and Modernization Projects is set forth in the table below. Commencing in 2017, ANR will meet with parties at least once annually, until the initiation of a proceeding under either NGA Section 4 or 5 to change the Settlement Rates, to discuss both planned capital expenditures for the upcoming year and to provide information regarding actual capital expenditures from the preceding year for Reliability and Modernization Projects. The annual meeting shall occur not fewer than thirty (30) days after ANR submits its FERC Form 2 to the Commission for a given year.

Year	Estimated Capital Expenditure
2016	\$345.5 million
2017	\$329.3 million
2018	\$162.2 million
3-Year Total	\$837.0 million

C. Appendix D to this Settlement sets forth ANR’s current capital expenditure estimates as set forth in Article IX.B. These estimates are based upon ANR’s June 1, 2016 update to Exhibit No. ANR-021 to the Rate Filing, which is attached as Appendix D-1. Notwithstanding the foregoing estimate, ANR shall have the discretion to modify or change the scope and schedule of these estimates, and ANR shall have the discretion to substitute or include different Reliability and Modernization Projects than those identified in Appendix D subject to the different projects also qualifying as Reliability and Modernization Projects as defined in Article IX.A. above, and subject to any regulatory approvals that may be required. To the extent practicable, ANR will identify all such changes, modifications, and/or substitutions in the meetings described in Article IX.B.

**ARTICLE X
ROLL-IN**

A. Upon the Effective Date, the following expansion facilities shall be accorded rolled-in rate treatment as a settled practice: (i) the Battle Creek Lateral Project (Docket No. CP88-14-000), (ii) the Northeast Project (Docket No. CP89-637-000), (iii) the Blue Lake Storage Header Project (Docket No. CP91-2705-000), (iv) the 1997 Wisconsin Facilities Project (Docket No. CP97-765-000), (v) the Wisconsin 2000 Expansion Project (Docket No. CP99-241-000), (vi) the Wisconsin 2006 Expansion Project (Docket No. CP05-364-000), and (vii) the Wisconsin 2009 Expansion Project (Docket No. CP08-465-000).

B. Upon the Effective Date, the fuel and lost and unaccounted for quantities associated with ANR's Sulphur Springs Expansion Project (Docket No. CP14-514-000) shall be permanently rolled into ANR's system-wide fuel mechanism.

**ARTICLE XI
TARIFF FILINGS**

ANR shall make an NGA Section 4 filing containing the actual Tariff sections embodying the Storage Settlement Rates as they appear in Appendix B to be effective April 1, 2017.

**ARTICLE XII
POST-EMPLOYMENT/POST-RETIREMENT BENEFITS OTHER THAN
PENSIONS REFUND PLAN**

A. ANR has established certain external irrevocable trusts to hold funds collected from shippers in its rates pursuant to Article III of the October 17, 1997 Stipulation and Agreement in *ANR Pipeline Company*, Docket No. RP94-43-000 ("1997

Settlement”) concerning funding of Post-Employment/Post-Retirement Benefits Other Than Pensions (“PBOP”), as well as the Commission’s *Policy Statement on Post-Retirement Benefits other than Pensions*, 61 FERC ¶ 61,330 (1992), *reh’g denied in part*, 65 FERC ¶ 61,035 (1993) (“PBOP Policy Statement”). Because the class of potential beneficiaries of these trusts is closed, ANR has a regulatory liability of \$78,810,925 in FERC Account No. 254, which reflects the amounts collected from ratepayers.

B. Within sixty (60) days of the Effective Date, ANR will refund fifty (50) percent of the amount identified in Article XII.A. to all parties who are Settling Parties on the Effective Date that also took service from ANR during the twelve (12)-month period ending July 31, 2016. The amount refunded to each Settling Party shall be provided either directly to the Settling Party by wire transfer or through a credit to the Settling Party’s invoice(s) from ANR, at the election of each Settling Party. The amount to be refunded to each Settling Party will be calculated based upon each Settling Party’s pro rata share of the total revenue paid by all Settling Parties for services provided by ANR during the twelve (12)-month period ending July 31, 2016. (A chart showing the refund allocation methodology and an illustrative refund calculation is included herewith as Appendix E; the illustrative calculation is subject to adjustment based upon final invoice data and the determination of Contesting Parties, if any.) Any ANR shipper who is not a Settling Party at the time ANR issues the refund will not receive a share of the refund. ANR shall retain the remaining fifty (50) percent not refunded to Settling Parties as set forth above, and shall accord this amount any accounting treatment, including but not limited to

amortization over the Moratorium period, that ANR in its reasonable discretion deems appropriate.

C. ANR and the Settling Parties agree that the disposition of funds set forth in Article XII.B. shall constitute the refund plan, as described in the PBOP Policy Statement, with respect to these amounts. Approval of this Settlement by the Commission shall constitute approval of the PBOP refund plan set forth in Article XII.B. The amount refunded to each Settling Party will not be reduced as a result of (i) any Contesting Party litigation or (ii) a Contesting Party that becomes a Settling Party any time after the Effective Date, except to the extent a Settling Party subsequently becomes a Contesting Party on or after the date the PBOP refunds are disbursed. In such an instance, the Contesting Party will re-pay to ANR its full PBOP refund amount, and ANR will distribute this recalled amount to the remaining Settling Parties based upon the allocation methodology set forth in Article XII.B. above.

ARTICLE XIII SERVICE AGREEMENTS

ANR shall discuss, with any interested shipper, mutually agreeable modifications to their respective existing transportation service agreements in order to mitigate the effects of any rate increase resulting from this proceeding. This provision shall not obligate ANR or any shipper to agree to any proposed modifications to those service agreements.

**ARTICLE XIV
THE SETTLEMENT SUPERSEDES THE 1997 SETTLEMENT**

Subject to Article IV.B., the Settling Parties agree that as of the Effective Date, the 1997 Settlement is superseded in its entirety by this Settlement and shall be null and void, and no provision of the 1997 Settlement will continue to have any force or effect or be binding on any entity, party, or Settling Party. However, this Settlement does not effectuate changes to ANR's existing tariff other than those set forth herein.

**ARTICLE XV
MISCELLANEOUS**

A. Settlement is Non-Binding Until Effective

Neither ANR nor any Settling Party shall be bound or prejudiced by any part of this Settlement, unless it becomes effective in accordance with the provisions hereof.

B. Settlement Has No Precedential Value

1. The Commission's approval of this Settlement does not constitute approval of, or precedent regarding, any principle or issue.

2. In any proceeding before the Commission, this Settlement, any of the pro forma Tariff sections attached hereto, and the content of any settlement negotiations resulting therein may not be employed or cited to in any manner other than to enforce the terms of the Settlement.

3. Nothing contained in this Settlement, nor in any of the settlement negotiations leading hereto, shall be deemed an admission by any party of any principle contained herein.

4. This Settlement and all discussions held and materials provided by any participant in reaching this Settlement shall be treated as if they were subject to Rule 602 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.602 (2016), regardless of whether Rule 602 applies.

5. Except as specifically provided in Article X, the methods or practices observed in deriving rates and the presence or absence of methods of establishing rates as referenced in this Settlement shall not constitute precedent nor be used to prejudice any otherwise available rights or arguments of any participant in a future proceeding, other than to enforce the terms of the Settlement or collect rates due for the service provided while the Settlement remains in effect, and shall not be used as evidence that a particular method is a "long-standing practice" as that term is used in *Columbia Gas Transmission Corp. v. FERC*, 628 F.2d 578 (D.C. Cir. 1975), or a "settled practice" as that term is used in *Public Service Commission of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980). The provisions of this Settlement are for purposes of settlement only and shall have no precedential effect.

6. Neither this Settlement nor the Settlement Rates create any presumption as to the justness and reasonableness of ANR's rates with respect to the Commission's Modernization Policy Statement.

C. No Drafter

No participant shall be deemed the drafter of this Settlement, and this Settlement shall not be construed against any participant as the drafter. In the event of conflict between terms contained in the Settlement and those of the attached Explanatory Statement, the terms of the Settlement control.

D. Severability

The provisions of the Settlement are not severable and may become effective only in accordance with the terms of the Settlement.

E. Negotiated Settlement

It is specifically understood and agreed by and among ANR and the Settling Parties that the Settlement represents a negotiated settlement only with respect to the issues resolved by the Settlement. Except to the extent explicitly set forth in the Settlement, neither ANR nor any Settling Party shall be deemed to have approved, accepted, agreed to, or consented to any policy, methodology, or other principle underlying or supposed to underlie any of the matters provided for in the Settlement.

F. Standard of Review

To the extent that the Commission considers any changes to the terms of the Settlement before August 1, 2019, the standard of review for any proposed modifications to the provisions of the Settlement by the Commission acting *sua sponte*, the Settling Parties and ANR acting unanimously, or third parties, will be the just and reasonable standard. Otherwise, prior to August 1, 2019, the standard for review for any proposed modifications to the provisions of the Settlement at the request of either ANR or one (1) or more, but less than all, Settling Parties and ANR will be the “public interest” standard for review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the “*Mobile-Sierra* doctrine”). *See also Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008); *NRG Power Marketing, LLC v. Maine Public Util. Comm’n*, 558 U.S. 165 (2010). The “public interest” standard

shall also apply to modifications to the Settlement proposed by ANR before the end of the Moratorium to the extent that the Moratorium extends beyond August 1, 2019. Nothing in the Settlement is meant to limit the Commission's authority to approve uncontested settlements under 18 C.F.R. § 385.602(g)(3) (2016).

G. Successors in Interest

This Settlement shall apply to ANR and the Settling Parties as well as their respective successors in interest.

**ARTICLE XVI
EFFECT OF COMMISSION APPROVAL**

A. The Commission's approval of this Settlement shall constitute Commission authorization and approval for ANR to implement the Settlement Rates and Tariff changes set forth in this Settlement on their proposed effective dates without suspension, without conditions other than those specified herein and without the need to grant any waiver of Part 154 of the Commission's regulations, 18 C.F.R. Part 154 (2016), in order to implement the Tariff sections in accordance with this Settlement.

B. The Commission's approval of this Settlement shall constitute Commission waiver of compliance, to the extent (if any) necessary, by ANR with the requirements of the Commission's Rules and Regulations under the Natural Gas Act and Natural Gas Policy Act including, but not limited to, Parts 154, 157, 201, and 284 as necessary to carry out any provision of this Settlement.

Dated: September 16, 2016

Respectfully submitted,

John A. Roscher
Director, Rates & Regulatory

Lauri Newton
Director – Regulatory and
Commercial Law
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ANR Pipeline Company

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Counsel to
ANR Pipeline Company

APPENDIX A

Settling Parties

SETTLING PARTIES

The entities listed below either support or do not oppose the foregoing Stipulation and Agreement of Settlement.

Allerton Gas Company
Ameren Illinois Company
ANR Municipal Customer Group – Jackson Energy Authority (City of Jackson, Tenn.); City of New Boston, Ill.; Lamoni Municipal Utilities (City of Lamoni, Ia.); City of Murray, Ky.; Paris Henry County Public Utility District (Tenn.); Town of Somerville, Tenn.; West Tennessee Public Utility District of Weakley, Carroll & Benton Counties.
ANR Shippers Group
Antero Resources Corporation
Ascent Resources – Utica, LLC
Atmos Energy Corporation
Atmos Energy Marketing, LLC
BP Canada Energy Marketing Corp.
BP Energy Company
Bridgeline Holdings, L.P.
Calpine Energy Services, L.P.
Canadian Association of Petroleum Producers
Castleton Commodities Merchant Trading L.P.
CenterPoint Energy Oklahoma Gas
Centra Gas Manitoba, Inc.
CNX Gas Company LLC
Concord Energy LLC
Consumers Energy Company
Direct Energy Business Marketing, LLC
DTE Energy Trading, Inc.
DTE Gas Company
EDF Trading
Empire District Gas Company
End User Group (USG, PC Nitrogen and US Energy Services)
EnLink LIG, LLC and EnLink Gas Marketing, LP

Exelon Corporation
Georgia-Pacific LLC
Gulfport Energy Corporation
Indicated Shippers (Anadarko Energy Services Company, Apache Corporation, Chevron U.S.A. Inc., ConocoPhillips Company, ExxonMobil Gas and Power Marketing Company, a division of Exxon Mobil Corporation, Occidental Energy Marketing, Inc., and Shell Energy North America (US), L.P.)
Interstate Gas Supply, Inc.
Iowa Utilities Board
J. Aron & Company
LS Power Development, LLC
Macquarie Energy
Memphis Light, Gas and Water Division
Michigan Public Power Agency
Michigan Public Service Commission
MidAmerican Energy Company
Midland Cogeneration Venture
Missouri Public Service Commission
Northern Indiana Public Service Company
Northern States Power Company, a Minnesota Corporation
Northern States Power Company, a Wisconsin Corporation
NJR Energy Services Company
NRG Power Marketing LLC
Public Service Commission of Wisconsin
Rice Energy Marketing LLC
Sabine Pipe Line LLC
SEMCO Energy, Inc. d/b/a SEMCO Energy Gas Company
Sequent Energy Management, L.P.
Southwest Energy, L.P.
Southwestern Public Service Company, a New Mexico corporation
Tenaska Marketing Ventures
Tennessee Valley Authority

The Upper Midwest Distributor Group – City Gas Company; Madison Gas and Electric Company; the WEC Energy Group Companies (Michigan Gas Utilities Corp., North Shore Gas Company, The Peoples Gas Light and Coke Company, Wisconsin Gas LLC, Wisconsin Electric Power Company and Wisconsin Public Service Company); and the Alliant Companies (Wisconsin Power and Light Company and Interstate Power and Light Company)
Twin Eagle Resource Management, LLC
Vectren Corporation (Indiana Gas Company, Inc. and Vectren Energy Delivery of Indiana, Inc.)
Verso Corporation
Wisconsin Industrial Energy Group, Inc.

APPENDIX B

Pro Forma Storage Settlement Rates Tariff Sections

Appendix B

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

Clean Tariff

Tariff Section

4.9 – Statement of Rates, Rate Schedules FSS & DDS

4.10 – Statement of Rates, Rate Schedules FSS & DDS (Cold Springs 1)

PRO FORMA

RATE SCHEDULES FSS & DDS STATEMENT OF RATES FOR STORAGE OF NATURAL GAS

	Maximum Rate per Dth -----	Minimum Rate per Dth -----
RATE SCHEDULE FSS 1/ For a service term of 1 year or less -----		
With Ratchets and Seasonal Entitlements -----		
1. Reservation Rate		
a. Deliverability Rate	\$ 2.4205	\$ 0
b. Capacity Rate	\$ 0.4746	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
With Ratchets and Flexible Entitlements -----		
1. Reservation Rate		
a. Deliverability Rate	\$ 2.9069	\$ 0
b. Capacity Rate	\$ 0.4746	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
Without Ratchets and Seasonal Entitlements -----		
1. Reservation Rate		
a. Deliverability Rate	\$ 3.0849	\$ 0
b. Capacity Rate	\$ 0.4746	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
Without Ratchets and Flexible Entitlements -----		
1. Reservation Rate		
a. Deliverability Rate	\$ 3.5595	\$ 0
b. Capacity Rate	\$ 0.4746	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

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RATE SCHEDULE FSS 1/

For a service term of greater than 1 year up to and including 3 years

----- With Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.0400	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

----- With Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.4500	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

----- Without Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.6000	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

----- Without Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 3.0000	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

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RATE SCHEDULE FSS 1/

For a service term of greater than 3 years

 With Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.0349	\$0
b. Capacity Rate	\$ 0.3990	\$0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

 With Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.4439	\$ 0
b. Capacity Rate	\$ 0.3990	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

 Without Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.5935	\$0
b. Capacity Rate	\$ 0.3990	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

 Without Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.9925	\$ 0
b. Capacity Rate	\$ 0.3990	\$0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

RATE SCHEDULE DDS 3/

1. Storage Commodity Rate	\$ 0.0874	\$ 0.0126
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1/ The rates shown are subject to all applicable reservation and volumetric charges or surcharges, under Section 6.24 of the General Terms and Conditions of this Tariff. Section 4.16 reflects the applicable charges and surcharges under these Sections.

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- 2/ 100% load factor rate, which is the sum of (a) the product of (1) the Deliverability Reservation Rate, (2) twelve, and (3) the Base Maximum Daily Withdrawal Quantity divided by the Maximum Storage Quantity, (b) the Capacity Reservation Rate and (c) the Injection/Withdrawal Commodity Rate.
- 3/ The rates shown are subject to all applicable volumetric charges or surcharges, under Section 6.24 of the General Terms and Conditions of this Tariff. Section 4.16 reflects the applicable charges and surcharges under these Sections.

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RATE SCHEDULES FSS & DDS
 RESERVATION AND COMMODITY CHARGES
 FIRM STORAGE SERVICE 1/ 3/

COLD SPRINGS 1 STORAGE PROJECT
 DOCKET NO. CP06-464

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY
 PURSUANT TO INCREMENTAL FACILITY EXPANSIONS:

	Maximum Rate per Dth -----	Minimum Rate per Dth -----
RATE SCHEDULE FSS		
For a service term of 1 year or less		

With Ratchets and Seasonal Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 2.7052	\$ 0
b. Capacity Rate	\$ 0.5717	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
With Ratchets and Flexible Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 3.1798	\$ 0
b. Capacity Rate	\$ 0.5717	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
Without Ratchets and Seasonal Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 3.3815	\$ 0
b. Capacity Rate	\$ 0.5717	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
Without Ratchets and Flexible Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 3.8561	\$ 0
b. Capacity Rate	\$ 0.5717	\$ 0

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2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

RATE SCHEDULE FSS

For a service term of greater than 1 year up to and including 3 years

 With Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.2800	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

With Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.6800	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.8500	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 3.2500	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

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RATE SCHEDULE FSS

For a service term of greater than 3 years

----- With Ratchets and Seasonal Entitlements -----

1. Reservation Rate		
a. Deliverability Rate	\$ 2.2743	\$0
b. Capacity Rate	\$ 0.4806	\$0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

----- With Ratchets and Flexible Entitlements -----

1. Reservation Rate		
a. Deliverability Rate	\$ 2.6733	\$ 0
b. Capacity Rate	\$ 0.4806	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

----- Without Ratchets and Seasonal Entitlements -----

1. Reservation Rate		
a. Deliverability Rate	\$ 2.8429	\$0
b. Capacity Rate	\$ 0.4806	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

----- Without Ratchets and Flexible Entitlements -----

1. Reservation Rate		
a. Deliverability Rate	\$ 3.2419	\$ 0
b. Capacity Rate	\$ 0.4806	\$0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

RATE SCHEDULE DDS 1/

1. Storage Commodity Rate	\$ 0.0993	\$ 0.0126
---------------------------	-----------	-----------

1/ The rates shown are subject to all applicable reservation and volumetric charges or surcharges under Section 6.24 of the General Terms and Conditions of this Tariff. Section 4.16 reflects the applicable charges and surcharges under this Section.

- 2/ 100% load factor rate, which is the sum of (a) the product of (1) the Deliverability Reservation Rate, (2) twelve, and (3) the Base Maximum Daily Withdrawal Quantity divided by the Maximum Storage Quantity, (b) the Capacity Reservation Rate and (c) the Injection/Withdrawal Commodity Rate.
- 3/ Applicable Transporter's Use (%) and EPC Charge for Rate Schedule FSS are stated in Sections 4.18 and 4.19.

Appendix B

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

Marked Tariff

Tariff Section

4.9 – Statement of Rates, Rate Schedules FSS & DDS

4.10 – Statement of Rates, Rate Schedules FSS & DDS (Cold Springs 1)

PRO FORMA

RATE SCHEDULES FSS & DDS STATEMENT OF RATES FOR STORAGE OF NATURAL GAS

	Maximum Rate per Dth	Minimum Rate per Dth
	-----	-----

RATE SCHEDULE FSS 1/
[For a service term of 1 year or less](#)

 With Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.4205 ^{2.04}	\$ 0
b. Capacity Rate	\$ -0.4746 ⁻⁴⁰⁰⁰	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

 With Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.9069 ^{2.45}	\$ 0
b. Capacity Rate	\$ -0.4746 ⁻⁴⁰⁰⁰	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

 Without Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 3.0849 ^{2.60}	\$ 0
b. Capacity Rate	\$ -0.4746 ⁻⁴⁰⁰⁰	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

 Without Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 3.5595 ^{3.00}	\$ 0
b. Capacity Rate	\$ -0.4746 ⁻⁴⁰⁰⁰	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

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RATE SCHEDULE FSS 1/

For a service term of greater than 1 year up to and including 3 years

With Ratchets and Seasonal Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.0400	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

With Ratchets and Flexible Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.4500	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Seasonal Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.6000	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Flexible Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 3.0000	\$ 0
b. Capacity Rate	\$ 0.4000	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

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RATE SCHEDULE FSS 1/

For a service term of greater than 3 years

With Ratchets and Seasonal Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.0349	\$0
b. Capacity Rate	\$ 0.3990	\$0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

With Ratchets and Flexible Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.4439	\$ 0
b. Capacity Rate	\$ 0.3990	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Seasonal Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.5935	\$0
b. Capacity Rate	\$ 0.3990	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Flexible Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.9925	\$ 0
b. Capacity Rate	\$ 0.3990	\$0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

RATE SCHEDULE DDS 3/

1. Storage Commodity Rate	\$ 0.0874	\$ 0.0126
---------------------------	-----------	-----------

1/ The rates shown are subject to all applicable reservation and volumetric charges or surcharges, under Section 6.24 of the General Terms and Conditions of this Tariff. Section 4.16 reflects the applicable charges and surcharges under these Sections.

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- 2/ 100% load factor rate, which is the sum of (a) the product of (1) the Deliverability Reservation Rate, (2) twelve, and (3) the Base Maximum Daily Withdrawal Quantity divided by the Maximum Storage Quantity, (b) the Capacity Reservation Rate and (c) the Injection/Withdrawal Commodity Rate.
- 3/ The rates shown are subject to all applicable volumetric charges or surcharges, under Section 6.24 of the General Terms and Conditions of this Tariff. Section 4.16 reflects the applicable charges and surcharges under these Sections.

Issued:
Effective:

Docket No.
Accepted:

PRO FORMA

RATE SCHEDULES FSS & DDS
 RESERVATION AND COMMODITY CHARGES
 FIRM STORAGE SERVICE 1/ 3/

COLD SPRINGS 1 STORAGE PROJECT
 DOCKET NO. CP06-464

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY
 PURSUANT TO INCREMENTAL FACILITY EXPANSIONS:

	Maximum Rate per Dth -----	Minimum Rate per Dth -----
RATE SCHEDULE FSS		
<u>For a service term of 1 year or less</u>		

With Ratchets and Seasonal Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 2.28 <u>2.7052</u>	\$ 0
b. Capacity Rate	\$ -0.5717 <u>-4818</u>	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
With Ratchets and Flexible Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 2.68 <u>3.1798</u>	\$ 0
b. Capacity Rate	\$ -0.5717 <u>-4818</u>	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
Without Ratchets and Seasonal Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 2.85 <u>3.3815</u>	\$ 0
b. Capacity Rate	\$ -0.5717 <u>-4818</u>	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126
Without Ratchets and Flexible Entitlements		

1. Reservation Rate		
a. Deliverability Rate	\$ 3.25 <u>3.8561</u>	\$ 0
b. Capacity Rate	\$ -0.5717 <u>-4818</u>	\$ 0

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2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

RATE SCHEDULE FSS

For a service term of greater than 1 year up to and including 3 years

With Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.2800	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

With Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.6800	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Seasonal Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 2.8500	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Flexible Entitlements

1. Reservation Rate		
a. Deliverability Rate	\$ 3.2500	\$ 0
b. Capacity Rate	\$ 0.4818	\$ 0
2. Commodity Rate		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Issued:
 Effective:

Docket No.
 Accepted:

PRO FORMA

RATE SCHEDULE FSS

For a service term of greater than 3 years

With Ratchets and Seasonal Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.2743	\$0
b. Capacity Rate	\$ 0.4806	\$0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

With Ratchets and Flexible Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.6733	\$ 0
b. Capacity Rate	\$ 0.4806	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Seasonal Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 2.8429	\$0
b. Capacity Rate	\$ 0.4806	\$ 0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

Without Ratchets and Flexible Entitlements

<u>1. Reservation Rate</u>		
a. Deliverability Rate	\$ 3.2419	\$ 0
b. Capacity Rate	\$ 0.4806	\$0
<u>2. Commodity Rate</u>		
Injection/Withdrawal	\$ 0.0126	\$ 0.0126
3. Overrun Service Rate	2/	\$ 0.0126

RATE SCHEDULE DDS 1/

1. Storage Commodity Rate	\$ 0.0993	\$ 0.0126
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1/ The rates shown are subject to all applicable reservation and volumetric charges or surcharges under Section 6.24 of the General Terms and Conditions of this Tariff. Section 4.16 reflects the applicable charges and surcharges under this Section.

- 2/ 100% load factor rate, which is the sum of (a) the product of (1) the Deliverability Reservation Rate, (2) twelve, and (3) the Base Maximum Daily Withdrawal Quantity divided by the Maximum Storage Quantity, (b) the Capacity Reservation Rate and (c) the Injection/Withdrawal Commodity Rate.
- 3/ Applicable Transporter's Use (%) and EPC Charge for Rate Schedule FSS are stated in Sections 4.18 and 4.19.

APPENDIX C

Depreciation Rates

Type	<u>Column 1</u>	<u>Column 2</u>
	Rate from August 1, 2016, through End of Moratorium	Rate Effective after Moratorium
Depreciation		
Gathering	0.490%	0.490%
Storage	1.910%	1.910%
Cold Springs	1.910%	1.910%
Transmission	2.350%	2.180%
Communication	8.500% ¹	8.500% ¹
General Plant		
Miscellaneous Intangible Plant – Acct. 303.0	10.000%	10.000%
US Pipeline Commercial System – Acct. 303.01	10.000%	10.000%
Intangibles 10 Yr – Acct. 303.10	10.000%	10.000%
Intangibles 15 Yr – Acct. 303.15	6.670%	6.670%
Intangibles 20 Yr – Acct. 303.19	5.000%	5.000%
Intangibles 2 Yr – Acct. 303.2	50.000%	50.000%
Intangibles 24 Yr – Acct. 303.20	4.167%	4.167%
Intangibles 5 Yr – Acct. 303.5	20.000%	20.000%
Intangibles 8 Yr – Acct. 303.8	12.500%	12.500%
Intangibles 11.5 Yr – Acct. 303.9	8.720%	8.720%
Structures and Improvements – Acct. 390.0	1.300%	1.300%
Other Structures – Acct. 390.1	3.175%	3.175%
Leasehold Improvements 15.4 Yr – Acct. 390.11	6.490%	6.490%
Leasehold Improvements 15.5 Yr – Acct. 390.09, 390.12	6.450%	6.450%
Leasehold Improvements 10 Yr – Acct. 390.2	10.000%	10.000%
Leasehold Improvements 5 Yr – Acct. 390.3	20.000%	20.000%
Leasehold Improvements 6.5 Yr – Acct. 390.4	15.414%	15.414%
Leasehold Improvements 10 Yr – Acct. 390.5	10.000%	10.000%
Leasehold Improvements 3.3 Yr – Acct. 390.6	30.394%	30.394%
Leasehold Improvements 17.2 Yr – Acct. 390.7	5.800%	5.800%
Leasehold Improvements 15.9 Yr – Acct. 390.8	6.280%	6.280%
Office Furniture and Equipment – Acct. 391.0	6.667%	6.667%
Computer Equipment – Acct. 391.1	20.000%	20.000%
Transportation Equipment – Acct. 392.0	9.470%	9.470%
Patrol Plane – Acct. 392.1	5.000%	5.000%
Tools, Shop and Garage Equipment – Acct. 394	5.710%	5.710%
Power Operated Equipment – Acct. 396	5.710%	5.710%
Negative Salvage		
Storage	0.350%	0.350%
Incremental Storage	0.350%	0.350%
Transmission	0.340%	0.170%

¹Rate will apply only to new communication plant additions subsequent to August 1, 2016.

APPENDIX D

Anticipated Capital Expenditure Projects

APPENDIX D

Anticipated Capital Expenditure Projects

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Estimated GPMC by Major Category (in \$millions)

16-Aug-16

	<u>Category/Description</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>
1	SEML Reliability and Modernization Program	138.8	156.9	0.0	295.7
2	SEML Horsepower Replacements	45.9	4.5	0.0	50.4
3	Meter Obsolescence and Station Automation	8.1	9.2	16.2	33.5
4	SCADA	0.0	0.0	1.6	1.6
5	Pipeline Integrity	46.3	67.3	36.0	149.6
6	US Gas Operations	37.5	26.6	33.3	97.4
7	Emergent Repairs and Overhauls	49.3	45.0	72.5	166.8
8	Other	0.0	2.9	2.6	5.5
9	General Plant	<u>19.6</u>	<u>16.9</u>	<u>0.0</u>	<u>36.5</u>
	Total	345.5	329.3	162.2	837.0

Notes

- a The information reflects preliminary data that may be superseded or become obsolete as information is updated or better estimates are obtained.
- b This information has been assembled in advance of ANR Pipeline's 2017/18 budgeting cycle.
- c General Plant costs are included with the US Gas Operations estimates in 2018.
- d The SEML R&M Program is expected to be completed prior to 2018.
- e As of the date listed above, ANR has not completed its reliability evaluation of the Southwest Mainline or ANR Pipeline storage complex.
- f Consistent with the GPMC estimate dated June 1, 2016 and provided as part of the settlement discussions, these costs include all of ANR's currently estimated general plant and maintenance capital associated with maintaining, operating, upgrading, and/or otherwise enhancing the efficiency, reliability, and/or safety of ANR's system. These estimates do not include any costs associated with expansion projects or capacity capital.

APPENDIX D

Anticipated Capital Expenditure Projects

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Estimated GPMC by Category (in \$millions)

16-Aug-16

<u>Category/Description</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Total</u>
1 SEML Reliability and Modernization Program	138.8	156.9	0.0	295.7
1a Overhauls	82.7	89.0	0.0	171.7
1b BOP	51.1	65.8	0.0	116.9
1c Automation	5.0	2.1	0.0	7.1
2 SEML Horsepower Replacements	45.9	4.5	0.0	50.4
2a Jena Horsepower Replacement	32.2	4.5	0.0	36.7
2b Brownsville Horsepower Replacement	11.3	0.0	0.0	11.3
2c Lagrange Horsepower Replacement	2.4	0.0	0.0	2.4
3 Meter Obsolescence and Station Automation	8.1	9.2	16.2	33.5
4 SCADA	0.0	0.0	1.6	1.6
5 Pipeline Integrity	46.3	67.3	36.0	149.6
5a Cathodic Protection	3.9	7.3	4.0	15.2
5b Corrosion	3.1	7.5	3.0	13.6
5c Damage Prevention	12.0	32.3	10.0	54.3
5d Facility	9.5	4.7	4.0	18.2
5e Geotechnical	12.1	9.0	9.0	30.1
5+ Other Pipeline Integrity Programs	5.7	6.5	6.0	18.2
6 US Gas Operations	37.5	26.6	33.3	97.4
6a Great Lakes Region	11.1	10.6	10.9	32.6
6b Heartland Region	14.3	8.0	8.2	30.5
6c Mid America Region	10.1	8.0	8.2	26.3
6d ANRPL Storage Wells	2.0	0.0	6.0	8.0
7 Emergent Repairs and Overhauls	49.3	45.0	72.5	166.8
7a Identified Projects over \$1MM each	27.2	19.2	2.7	49.1
7b Small and Statistical Projects	22.1	25.8	69.8	117.7
8 Other	0.0	2.9	2.6	5.5
9 General Plant	<u>19.6</u>	<u>16.9</u>	<u>0.0</u>	<u>36.5</u>
Total	345.5	329.3	162.2	837.0

Notes

- a** The information reflects preliminary data that may be superseded or become obsolete as information is updated or better estimates are obtained.
- b** This information has been assembled in advance of ANR Pipeline's 2017/18 budgeting cycle.
- c** General Plant costs are included with the US Gas Operations estimates in 2018.
- d** The SEML R&M Program is expected to be completed prior to 2018.
- e** As of the date listed above, ANR has not completed its reliability evaluation of the Southwest Mainline or ANR Pipeline storage complex.
- f** Consistent with the GPMC estimate dated June 1, 2016 and provided as part of the settlement discussions, these costs include all of ANR's currently estimated general plant and maintenance capital associated with maintaining, operating, upgrading, and/or otherwise enhancing the efficiency, reliability, and/or safety of ANR's system. These estimates do not include any costs associated with expansion projects or capacity capital.

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Anticipated Capital Expenditure Projects

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2016 Estimated GPMC by Category (in \$millions)

16-Aug-16

<u>Category/Description</u>		<u>2016</u>
1 SEML Reliability and Modernization Program		138.8
1a Overhauls	82.7	
1b BOP	51.1	
1c Automation	5.0	
2 SEML Horsepower Replacements		45.9
2a Jena Horsepower Replacement	32.2	
2b Brownsville Horsepower Replacement	11.3	
2c Lagrange Horsepower Replacement	2.4	
3 Meter Obsolescence and Station Automation		8.1
4 SCADA		0.0
5 Pipeline Integrity		46.3
5a Cathodic Protection	3.9	
5b Corrosion	3.1	
5c Damage Prevention	12.0	
5d Facility	9.5	
5e Geotechnical	12.1	
5+ Other Pipeline Integrity Programs	5.7	
6 US Gas Operations		37.5
6a Great Lakes Region	11.1	
6b Heartland Region	14.3	
6c Mid America Region	10.1	
6d ANRPL Storage Wells	2.0	
7 Emergent Repairs and Overhauls		49.3
7a Identified Projects over \$1MM each	27.2	
7b Small and Statistical Projects	22.1	
8 Other		0.0
9 General Plant		<u>19.6</u>
Total		345.5

APPENDIX D

2016 Estimated GPMC Detail (in \$millions)

1 SEML Reliability Program

1a Overhauls

- LaGrange 1402
- Eunice 101B
- Defiance 1108
- Jena 106
- Madisonville 706
- Celestine 807
- Shelbyville 908
- Portland 1007
- Greenville 307
- Defiance 1107QF
- Brownsville 505
- Brownsville 503
- Celestine 802
- Greenville 302
- Portland 1002
- Delhi 208
- Shelbyville 907
- Sulphur Springs 951
- Celestine 803
- Cottage Grove 606
- Cottage Grove 607
- Defiance 1102
- Defiance 1107
- Eunice 101A
- Greenville 306
- LaGrange 1401
- Madisonville 705
- Portland 1008
- Portland 1009
- Sulphur Springs 952
- Overhaul - Other

Build-up of 2016 Cost Estimate	
	138.8
	82.7
	2.9
	7.0
	4.6
	3.7
	6.2
	4.3
	7.5
	7.2
	0.3
	0.6
	3.7
	3.6
	3.4
	4.3
	4.9
	1.8
	4.0
	2.5
	1.7
	0.2
	0.4
	1.2
	1.5
	0.8
	0.2
	1.5
	1.9
	0.1
	0.1
	0.6
	0.0

APPENDIX D

2016 Estimated GPMC Detail (in \$millions)

1b BOP and Pipeline Integrity included in SEML R&M	51.1	
Group 1 (Eunice, Jena, Lagrange, Willow Run, Defiance, Portland)		
Group 1 (Carryover from 2015 and completion)	3.8	
Defiance and Portland completion	3.2	
Group 2 (portions of Brownsville, Greenville, Sulphur Springs, Celestine, Delhi, Shelbyville)		
Brownsville	2.4	
Greenville	4.6	
Sulphur Springs	2.9	
Celestine	3.2	
Delhi	4.5	
Shelbyville	3.7	
Group 3 (portions of Brownsville, Greenville, Sulphur Springs)		
Brownsville	4.6	
Greenville	6.2	
Sulphur Springs	3.5	
Group 4 (portions of Celestine, Madisonville, Shelbyville)		
Celestine	1.3	
Madisonville	1.3	
Shelbyville	1.3	
Group 5 (portions of Sardis, Delhi, Cottage Grove)		
Sardis	1.2	
Delhi	1.1	
Cottage Grove	1.3	
BOP - Other, Punch Lists, and Related Pipeline Integrity		
BOP Completion and Other BOP	0.3	
Related Pipeline Integrity	0.7	
1c Automation		5.0
Lagrange Station	1.1	
Celestine Station and Units	3.9	
Other Automation	0.0	
2 SEML Horsepower Replacements		45.9
2a Jena Horsepower Replacement	32.2	
2b Brownsville Horsepower Replacement	11.3	
2c Lagrange Horsepower Replacement	2.4	
3 Meter Obsolescence and Station Automation		8.1
Meter Obsolescence Costs	8.1	
Station Automation - non-SEML	0.0	

APPENDIX D

2016 Estimated GPMC Detail (in \$millions)

4 SCADA

0.0

5 Pipeline Integrity

46.3

5a Cathodic Protection

3.9

5b Corrosion

3.1

5c Damage Prevention

12.0

Sunset Cove Class Change

3.8

Germantown Class Change

1.7

Shipshewana Class Change

0.7

Small Projects, Statistical, and Other

5.8

5d Facility

9.5

Reed City Costs

7.8

Small Projects, Statistical, and Other

1.7

5e Geotechnical

12.1

Caleb Creek Project

1.9

Turkey Creek Project

1.1

Hammond Road Project

0.8

Hershey River Project

1.3

Small Projects, Statistical, and Other

7.0

5+ Other Pipeline Integrity Programs

5.7

Manufacturing

0.3

Other

0.7

Stress Corrosion Cracking

3.4

Valve Management

1.3

6 US Gas Operations

37.5

6a Great Lakes Region

11.1

Woolfolk Air Compressor

1.0

Liquid Mitigation S. Chester/Charlton

1.0

Other Liquid Mitigation

3.6

Small Projects, Statistical, and Other

5.5

6b Heartland Region

14.3

Lineville Fuel Gas Heater

0.7

St. John Storm Water System

1.1

Sandwich Temporary Compression

3.1

Small Projects, Statistical, and Other

9.4

6c Mid America Region

10.1

Defiance Storm Water Sys

1.2

SEML Pulsation Proposal

1.5

Lagrange Pulsation

2.0

Small Projects, Statistical, and Other

5.4

6d Storage Wells

2.0

Cased and plugged monitoring well

1.1

Small Projects, Statistical, and Other

0.9

APPENDIX D

2016 Estimated GPMC Detail (in \$millions)

7 Emergent Repairs and Overhauls

7a Identified Projects over \$1MM each

Sandwich 1008

Birmingham 802

Lineville 701

Shelbyville 909

Defiance 1110

Havensville 502

Mooreland Unit 2

Central Charlton Unit 2

South Chester Unit 2

Birmingham 806

Defiance 1105

7b Small Projects, Statistical, and Other

8 Other

9 General Plant

8a Communication, IT Equipment and Related Capital

8b Commercial Applications - Capital

8c Tools, Equipment, Vehicles, Other Capital

	27.2	49.3
Sandwich 1008	3.7	
Birmingham 802	2.1	
Lineville 701	1.5	
Shelbyville 909	2.7	
Defiance 1110	4.0	
Havensville 502	3.7	
Mooreland Unit 2	1.9	
Central Charlton Unit 2	2.7	
South Chester Unit 2	1.2	
Birmingham 806	2.6	
Defiance 1105	1.1	
7b Small Projects, Statistical, and Other	22.1	
8 Other		0.0
9 General Plant		19.6
8a Communication, IT Equipment and Related Capital	4.9	
8b Commercial Applications - Capital	11.7	
8c Tools, Equipment, Vehicles, Other Capital	3.0	

APPENDIX D

Anticipated Capital Expenditure Projects

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2017 Estimated GPMC by Category (in \$millions)

16-Aug-16

<u>Category/Description</u>	<u>2017</u>
1 SEML Reliability and Modernization Program	156.9
1a Overhauls	89.0
1b BOP	65.8
1c Automation	2.1
2 SEML Horsepower Replacements	4.5
2a Jena Horsepower Replacement	4.5
2b Brownsville Horsepower Replacement	0.0
2c Lagrange Horsepower Replacement	0.0
3 Meter Obsolescence and Station Automation	9.2
4 SCADA	0.0
5 Pipeline Integrity	67.3
5a Cathodic Protection	7.3
5b Corrosion	7.5
5c Damage Prevention	32.3
5d Facility	4.7
5e Geotechnical	9.0
5+ Other Pipeline Integrity Programs	6.5
6 US Gas Operations	26.6
6a Great Lakes Region	10.6
6b Heartland Region	8.0
6c Mid America Region	8.0
6d ANRPL Storage Wells	0.0
7 Emergent Repairs and Overhauls	45.0
7a Identified Projects over \$1MM each	19.2
7b Small and Statistical Projects	25.8
8 Other	2.9
9 General Plant	<u>16.9</u>
Total	329.3

APPENDIX D

2017 Estimated GPMC Detail (in \$millions)

1 SEML Reliability Program

1a Overhauls

- LaGrange 1402
- Eunice 101B
- Defiance 1108
- Jena 106
- Madisonville 706
- Celestine 807
- Shelbyville 908
- Portland 1007
- Greenville 307
- Defiance 1107QF
- Brownsville 505
- Brownsville 503
- Celestine 802
- Greenville 302
- Portland 1002
- Delhi 208
- Shelbyville 907
- Sulphur Springs 951
- Celestine 803
- Cottage Grove 606
- Cottage Grove 607
- Defiance 1102
- Defiance 1107
- Eunice 101A
- Greenville 306
- LaGrange 1401
- Madisonville 705
- Portland 1008
- Portland 1009
- Sulphur Springs 952
- Overhaul - Other

Build-up of 2017 Cost Estimate	
	156.9
	89.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	9.6
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	0.0
	5.2
	6.5
	9.7
	5.4
	7.5
	12.2
	6.2
	7.9
	5.4
	9.0
	0.0
	4.0
	0.4

APPENDIX D

2017 Estimated GPMC Detail (in \$millions)

4 SCADA

0.0

5 Pipeline Integrity

67.3

5a Cathodic Protection

7.3

5b Corrosion

7.5

5c Damage Prevention - Crossings/Class Change

32.3

Dowagiac River Line Lowering

6.0

New Berlin Class Change 301 line

5.0

St. John Class Change 100 line

4.9

St. John Class Change 1-100 line

4.9

Lake County Class Change 100 line

2.4

Four County Class Change 501 line

2.2

I-39/Hwy 90 Improvement - Line Relocation

1.4

Saddle Creek Extension Class Change 100 line

1.4

Small Projects, Statistical, and Other

4.1

5d Facility

4.7

5e Geotechnical

9.0

Falcon Road Exposed Pipe

1.5

Chequest Creek Exposed Pipe

1.4

Indian River Exposed Pipe

1.4

Small Projects, Statistical, and Other

4.7

5+ Other Pipeline Integrity Programs

6.5

Manufacturing

0.5

Other

0.0

Stress Corrosion Cracking

4.0

Valve Management

2.0

6 US Gas Operations

26.6

6a Great Lakes Region

10.6

6b Heartland Region

8.0

6c Mid America Region

8.0

6d Storage Wells

0.0

Pending PHMSA well monitoring regulations

0.0

7 Emergent Repairs and Overhauls

45.0

7a Identified Projects over \$1MM each

19.2

Central Charlton Unit 2

3.5

South Chester Unit 2

3.6

Birmingham 806

3.1

New Windsor 908

4.5

St. John Unit 7

4.5

7b Small Projects, Statistical, and Other

25.8

8 Other

2.9

8a Environmental

1.9

8b Electrical

1.0

9 General Plant

16.9

APPENDIX D

Anticipated Capital Expenditure Projects

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2018 Estimated GPMC by Category (in \$millions)

16-Aug-16

<u>Category/Description</u>		<u>2018</u>
1 SEML Reliability and Modernization Program		0.0
1a Overhauls	0.0	
1b BOP	0.0	
1c Automation	0.0	
2 SEML Horsepower Replacements		0.0
2a Jena Horsepower Replacement	0.0	
2b Brownsville Horsepower Replacement	0.0	
2c Lagrange Horsepower Replacement	0.0	
3 Meter Obsolescence and Station Automation		16.2
4 SCADA		1.6
5 Pipeline Integrity		36.0
5a Cathodic Protection	4.0	
5b Corrosion	3.0	
5c Damage Prevention	10.0	
5d Facility	4.0	
5e Geotechnical	9.0	
5+ Other Pipeline Integrity Programs	6.0	
6 US Gas Operations - includes General Plant		33.3
6a Great Lakes Region	10.9	
6b Heartland Region	8.2	
6c Mid America Region	8.2	
6d ANRPL Storage Wells	6.0	
7 Emergent Repairs and Overhauls		72.5
7a Identified Projects over \$1MM each	2.7	
7b Small and Statistical Projects	69.8	
8 Other		2.6
9 General Plant		<u>0.0</u>
Total		162.2

APPENDIX D

2018 Estimated GPMC Detail (in \$millions)

	Build-up of 2018 Cost Estimate	
1 SEML Reliability Program		0.0
1a Overhauls	0.0	
1b BOP and Pipeline Integrity included in SEML R&M	0.0	
1c Automation	0.0	
2 SEML Horsepower Replacements		0.0
2a Jena Horsepower Replacement	0.0	
2b Brownsville Horsepower Replacement	0.0	
2c Lagrange Horsepower Replacement	0.0	
3 Meter Obsolescence and Station Automation		16.2
Meter Obsolescence	8.3	
Station Automation - non-SEML	7.9	
4 SCADA		1.6
5 Pipeline Integrity		36.0
5a Cathodic Protection	4.0	
5b Corrosion	3.0	
5c Damage Prevention	10.0	
5d Facility	4.0	
5e Geotechnical	9.0	
5+ Other Pipeline Integrity Programs		
Manufacturing	0.0	
Other	0.0	
Stress Corrosion Cracking	4.0	
Valve Management	2.0	
6 US Gas Operations - includes General Plant		33.3
6a Great Lakes Region	10.9	
6b Heartland Region	8.2	
6c Mid America Region	8.2	
6d Storage Wells	6.0	
Pending PHMSA well monitoring regulations	6.0	
7 Emergent Repairs and Overhauls		72.5
7a Identified Projects over \$1MM each	2.7	
Hamilton Frame 5	2.7	
7b Small Projects, Statistical, and Other	69.8	
8 Other		2.6
8a Environmental	1.6	
8b Electrical	1.0	
9 General Plant		0.0

APPENDIX D-1

June 1, 2016 Update to Exhibit No. ANR-021

APPENDIX D-1

June 1, 2016 Update to Exhibit No. ANR-021 of RP16-440

Page 1 of 1

2016 ANR Forecast Plan 4 and 8						
Exhibit No. ANR-021 Updated as of June 1, 2016						
ANR Pipeline Company						
General Plant & Maintenance Capital (GPMC) Expenditures (2015-2018) (in millions \$)						
	2015	2016	2017	2018		
	Actuals	4&8 Forecast	Plan	Plan²	2015-18	Total
General Plant (Tools, Equipment, Vehicles, CIO) ²	\$27.4	\$21.9	\$16.9	\$ -		\$66.2
Maintenance Capital- Other	\$118.7	\$110.8	\$159.9	\$162.2		\$551.6
Maintenance Capital - SEML R&M & Horsepower Replacement Programs (2015-17) ^{3,4}	\$126.1	\$212.8	\$152.5	\$0.0		\$491.4
Total ANRPL GPMC	\$272.2	\$345.5	\$329.3	\$162.2		\$1,109.2
² 2018 Capital Plan does not provide split between General Plant and Maintenance Capital.						
³ SEML R&M Program includes horsepower replacement at Jena compressor station. Other SEML-related Horsepower Replacements at Brownsville and Lagrange compressor stations were funded separately.						
⁴ As of May 26, 2016, SEML R&M Program & Other SEML-related Horsepower Replacement expenditures are estimated to be as follows:						
Expected SEML-related Annual Expenditures as of Nov 2015 (in millions \$)						
	2014(A)	2015(A)	2016	2017	Total	
SEML R&M Program	\$0.0	\$76.4	\$198.9	\$152.5	\$427.8	
Other SEML-related HP Replacements	\$10.7	\$49.7	\$13.9	\$0.0	\$74.3	
		\$126.1	\$212.8	\$152.5	\$502.1	
Jun 2016 Forecast for LaGrange HP Repl. per JZhu	\$5.7	\$27.2	\$2.6	\$0.0	\$35.5	
Jun 2016 Forecast for Brownsville HP Repl. per JZhu	\$5.0	\$22.5	\$11.3	\$0.0	\$38.8	
Exhibit No. ANR-021 As Filed						
General Plant & Maintenance Capital (GPMC) Expenditures (2015-2018) (in millions \$)						
	2015	2016	2017	2018		
	8&4 FC¹	Plan	Plan	Plan²	2015-18	Total
General Plant (Tools, Equipment, Vehicles, CIO) ²	\$31.0	\$24.0	\$16.9	\$ -		\$71.9
Maintenance Capital- Other	\$145.5	\$140.8	\$127.6	\$162.2		\$576.1
Maintenance Capital - SEML R&M & Horsepower Replacement Programs (2015-17) ^{3,4}	\$139.6	\$268.2	\$104.4	\$0.0		\$512.2
Total ANRPL GPMC	\$316.1	\$433.0	\$248.9	\$162.2		\$1,160.2
				Annual Average		\$290.0
				Monthly Average		\$24.2
¹ 2015 8&4 FC consists of Jan-Aug 2015 actuals + Sep-Dec 2015 estimates. Future year 2016 Plan & 2017 Plan figures are not similarly updated during the current budget year.						
² 2018 Capital Plan does not provide split between General Plant and Maintenance Capital.						
³ SEML R&M Program includes horsepower replacement at Jena compressor station. Other SEML-related Horsepower Replacements at Brownsville and Lagrange compressor stations were funded separately.						
⁴ As of Nov 2015, SEML R&M Program & Other SEML-related Horsepower Replacement expenditures are estimated to be as follows:						
Expected SEML-related Annual Expenditures as of Nov 2015 (in millions \$)						
	2014(A)	2015	2016	2017	Total	
SEML R&M Program	\$0.0	\$77.7	\$273.7	\$105.5	\$456.9	
Other SEML-related HP Replacements	\$10.7	\$52.4	\$24.4	\$0.0	\$87.5	
		\$130.1	\$298.1	\$105.5	\$544.4	
Nov 2015 Forecast for LaGrange HP Repl. per Jzhu	\$5.7	\$33.4	\$1.9	\$0.0	\$41.0	
Nov 2015 Forecast for Brownsville HP Repl. per Jzhu	\$5.0	\$19.0	\$22.5	\$0.0	\$46.5	

APPENDIX E

PBOP Refund Example Calculation

ANR PIPELINE COMPANY
REVENUES BY CUSTOMER
FOR PRODUCTION PERIODS 8/2015 - 7/2016
AS OF 7/2016 TBS ACCOUNTING PERIOD

TSP	Svc Req Name	Revenue	ACA	EPC_EPS	CNS_CNA	Marshfield	Vectren Add On	Third Prty Pass Thru	Total Invoiced Amt	PBOP Refund	\$ 39,405,463
ANR	ANTERO RESOURCES CORPORATION	\$ 70,205,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,205,909	\$ 4,549,938	
ANR	ASCENT RESOURCES - UTICA, LLC	\$ 67,376,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,376,665	\$ 4,366,579	
ANR	WISCONSIN ELECTRIC POWER COMPANY	\$ 27,840,598	\$ 53,665	\$ 107,046	\$ (1,320)	\$ 300,545	\$ -	\$ -	\$ 28,300,533	\$ 1,804,307	
ANR	WISCONSIN GAS LLC	\$ 26,749,249	\$ 40,324	\$ 90,478	\$ (158)	\$ 558,204	\$ -	\$ -	\$ 27,438,097	\$ 1,733,578	
ANR	WISCONSIN PUBLIC SERVICE CORPORATION	\$ 22,726,068	\$ 36,822	\$ 74,192	\$ (5)	\$ 816,038	\$ -	\$ -	\$ 23,653,115	\$ 1,472,842	
ANR	WISCONSIN POWER AND LIGHT COMPANY	\$ 21,473,740	\$ 34,777	\$ 63,740	\$ (384)	\$ -	\$ -	\$ -	\$ 21,571,873	\$ 1,391,680	
ANR	DTE GAS COMPANY	\$ 20,399,336	\$ 130,944	\$ 85,211	\$ (2,972)	\$ -	\$ -	\$ -	\$ 20,612,519	\$ 1,322,050	
ANR	NORTHERN INDIANA PUBLIC SERVICE COMPANY	\$ 18,993,552	\$ 22,290	\$ 58,837	\$ (991)	\$ -	\$ -	\$ -	\$ 19,073,689	\$ 1,230,943	
ANR	GULFPORT ENERGY CORPORATION	\$ 17,105,023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,105,023	\$ 1,108,551	
ANR	THE PEOPLES GAS LIGHT AND COKE COMPANY	\$ 14,864,174	\$ 8,533	\$ 47,764	\$ (831)	\$ -	\$ -	\$ -	\$ 14,919,640	\$ 963,325	
ANR	SHELL ENERGY NORTH AMERICA (US), L.P.	\$ 14,685,970	\$ 112,036	\$ 78,862	\$ (4,213)	\$ -	\$ -	\$ -	\$ 14,872,656	\$ 951,775	
ANR	MADISON GAS AND ELECTRIC COMPANY	\$ 13,377,669	\$ 18,354	\$ 37,534	\$ (765)	\$ -	\$ -	\$ -	\$ 13,432,792	\$ 866,986	
ANR	SEQUENT ENERGY MANAGEMENT, L.P.	\$ 11,992,860	\$ 139,259	\$ 146,783	\$ (6,906)	\$ -	\$ -	\$ -	\$ 12,271,996	\$ 777,239	
ANR	J. ARON & COMPANY	\$ 10,970,795	\$ 53,967	\$ 94,053	\$ (1,114)	\$ -	\$ -	\$ -	\$ 11,117,701	\$ 711,001	
ANR	NORTHERN STATES POWER COMPANY, A MINNESOTA	\$ 10,770,174	\$ 11,495	\$ 20,737	\$ (215)	\$ -	\$ -	\$ -	\$ 10,802,192	\$ 697,999	
ANR	CENTRA GAS MANITOBA INC.	\$ 10,653,533	\$ 13,282	\$ 68,863	\$ -	\$ -	\$ -	\$ -	\$ 10,735,678	\$ 690,439	
ANR	SEMCO ENERGY, INC., DBA SEMCO ENERGY GAS	\$ 10,362,792	\$ 6,965	\$ 18,734	\$ (105)	\$ -	\$ -	\$ -	\$ 10,388,386	\$ 671,597	
ANR	NORTH SHORE GAS COMPANY	\$ 10,153,964	\$ 10,628	\$ 32,782	\$ (509)	\$ -	\$ -	\$ -	\$ 10,196,865	\$ 658,063	
ANR	DTE ENERGY TRADING, INC.	\$ 9,215,832	\$ 64,617	\$ 45,850	\$ (3,850)	\$ -	\$ -	\$ -	\$ 9,322,448	\$ 597,264	
ANR	EDF TRADING NORTH AMERICA, LLC	\$ 9,042,769	\$ 48,753	\$ 36,469	\$ (3,266)	\$ -	\$ -	\$ -	\$ 9,124,725	\$ 586,048	
ANR	UGI UTILITIES, INC.	\$ 8,906,364	\$ 781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,907,145	\$ 577,208	
ANR	MICHIGAN GAS UTILITIES CORPORATION	\$ 8,661,738	\$ 8,357	\$ 30,448	\$ (167)	\$ -	\$ -	\$ -	\$ 8,700,377	\$ 561,354	
ANR	TENASKA MARKETING VENTURES	\$ 8,148,407	\$ 463,396	\$ 240,607	\$ (19,166)	\$ -	\$ -	\$ -	\$ 8,833,245	\$ 528,086	
ANR	EXELON GENERATION COMPANY, LLC	\$ 7,816,149	\$ 39,078	\$ 31,325	\$ (1,981)	\$ -	\$ -	\$ -	\$ 7,884,571	\$ 506,553	
ANR	BP CANADA ENERGY MARKETING CORP.	\$ 7,589,218	\$ 132,483	\$ 111,819	\$ (4,773)	\$ -	\$ -	\$ -	\$ 7,828,746	\$ 491,846	
ANR	RICE ENERGY MARKETING LLC	\$ 7,561,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,561,816	\$ 490,070	
ANR	TENASKA GAS STORAGE, LLC	\$ 6,876,896	\$ -	\$ 93,307	\$ -	\$ -	\$ -	\$ -	\$ 6,970,202	\$ 445,681	
ANR	NORTHERN ILLINOIS GAS COMPANY D/B/A NICO	\$ 6,876,723	\$ 20,529	\$ 15,518	\$ (731)	\$ -	\$ -	\$ -	\$ 6,912,039	\$ 445,670	
ANR	TWIN EAGLE RESOURCE MANAGEMENT, LLC	\$ 6,289,712	\$ 93,667	\$ 70,566	\$ (5,517)	\$ -	\$ -	\$ -	\$ 6,448,428	\$ 407,627	
ANR	TENNESSEE VALLEY AUTHORITY	\$ 6,188,143	\$ 8,317	\$ -	\$ (265)	\$ -	\$ -	\$ -	\$ 6,196,194	\$ 401,044	
ANR	CONSTELLATION ENERGY SERVICES - NATURAL	\$ 6,100,837	\$ 47,676	\$ 41,090	\$ (1,087)	\$ -	\$ -	\$ -	\$ 6,188,516	\$ 395,386	
ANR	ETC MARKETING, LTD.	\$ 5,114,571	\$ 7,327	\$ -	\$ (2,093)	\$ -	\$ -	\$ -	\$ 5,119,804	\$ 331,468	
ANR	INTERSTATE POWER AND LIGHT COMPANY	\$ 4,998,011	\$ 10,186	\$ 14,127	\$ (329)	\$ -	\$ -	\$ -	\$ 5,021,994	\$ 323,913	
ANR	CASTLETON COMMODITIES MERCHANT TRADING L	\$ 4,365,485	\$ 9,002	\$ 10,155	\$ -	\$ -	\$ -	\$ -	\$ 4,384,642	\$ 282,920	
ANR	INTERSTATE GAS SUPPLY, INC.	\$ 4,070,393	\$ 9,084	\$ 7,439	\$ (499)	\$ -	\$ -	\$ -	\$ 4,086,417	\$ 263,796	
ANR	PANHANDLE EASTERN PIPE LINE COMPANY, LP	\$ 3,610,486	\$ 5,078	\$ 28,478	\$ (497)	\$ -	\$ -	\$ -	\$ 3,643,545	\$ 233,990	
ANR	CHESAPEAKE ENERGY MARKETING, L.L.C.	\$ 3,608,452	\$ 20,828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,629,279	\$ 233,858	
ANR	CONOCOPHILLIPS COMPANY	\$ 3,476,365	\$ 58,110	\$ 26,134	\$ (2,680)	\$ -	\$ -	\$ -	\$ 3,557,929	\$ 225,298	
ANR	IOWA FERTILIZER COMPANY LLC	\$ 3,307,299	\$ 216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,307,514	\$ 214,341	
ANR	GREEN PLAINS TRADE GROUP LLC	\$ 3,267,661	\$ 3,978	\$ 6,972	\$ (16)	\$ -	\$ -	\$ -	\$ 3,278,595	\$ 211,772	
ANR	ECLIPSE RESOURCES MARKETING, LP	\$ 3,148,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,148,140	\$ 204,026	
ANR	LSP UNIVERSITY PARK, LLC	\$ 3,070,841	\$ 5,130	\$ 7,040	\$ (66)	\$ -	\$ -	\$ -	\$ 3,082,944	\$ 199,017	
ANR	CNX GAS COMPANY LLC	\$ 2,608,964	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,608,964	\$ 169,083	
ANR	CNE GAS SUPPLY, LLC	\$ 2,334,247	\$ 28,307	\$ 18,875	\$ (1,495)	\$ -	\$ -	\$ -	\$ 2,379,934	\$ 151,279	
ANR	CONSUMERS ENERGY COMPANY	\$ 2,291,396	\$ 495	\$ 359	\$ -	\$ -	\$ -	\$ -	\$ 2,292,250	\$ 148,502	
ANR	NJR ENERGY SERVICES COMPANY	\$ 2,189,594	\$ 16,637	\$ 6,019	\$ (984)	\$ -	\$ -	\$ -	\$ 2,211,265	\$ 141,904	
ANR	GDF SUEZ ENERGY MARKETING NA, INC.	\$ 1,888,482	\$ 3,284	\$ 4,708	\$ (170)	\$ -	\$ -	\$ -	\$ 1,896,303	\$ 122,390	
ANR	OHIO VALLEY GAS CORPORATION	\$ 1,825,902	\$ 2,138	\$ 4,583	\$ (124)	\$ -	\$ -	\$ -	\$ 1,832,499	\$ 118,334	
ANR	LIBERTY UTILITIES (MIDSTATES NATURAL GAS	\$ 1,822,101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,822,101	\$ 118,088	
ANR	BP ENERGY COMPANY	\$ 1,804,001	\$ 56,020	\$ 1,762	\$ (2,028)	\$ -	\$ -	\$ -	\$ 1,859,755	\$ 116,915	
ANR	UNIVERSITY PARK ENERGY, LLC	\$ 1,755,462	\$ 1,219	\$ 2,860	\$ (19)	\$ -	\$ -	\$ -	\$ 1,759,522	\$ 113,769	
ANR	INDIANA GAS COMPANY, INC.	\$ 1,609,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,609,630	\$ 104,318	
ANR	ROQUETTE AMERICA, INC.	\$ 1,605,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,605,675	\$ 104,061	
ANR	WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-	\$ 1,581,088	\$ 7,328	\$ 12,186	\$ (315)	\$ -	\$ -	\$ -	\$ 1,600,287	\$ 102,468	
ANR	MEMPHIS LIGHT, GAS AND WATER DIVISION	\$ 1,522,623	\$ 6,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,529,324	\$ 98,679	

ANR PIPELINE COMPANY
 REVENUES BY CUSTOMER
 FOR PRODUCTION PERIODS 8/2015 - 7/2016
 AS OF 7/2016 TBS ACCOUNTING PERIOD

TSP	Svc Req Name	Revenue	ACA	EPC_EPS	CNS_CNA	Marshfield	Vectren Add On	Third Prty Pass Thru	Total Invoiced Amt	PBOP Refund	\$ 39,405,463
ANR	CENTERPOINT ENERGY SERVICES, INC.	\$ 1,515,078	\$ 6,190	\$ 6,374	\$ (119)	\$ -	\$ -	\$ -	\$ 1,527,522	\$ 98,190	
ANR	ENABLE ENERGY RESOURCES, LLC	\$ 1,483,092	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,483,111	\$ 96,117	
ANR	KOCH ENERGY SERVICES, LLC	\$ 1,435,291	\$ 21,450	\$ 47,738	\$ (1,036)	\$ -	\$ -	\$ -	\$ 1,503,443	\$ 93,019	
ANR	CIMA ENERGY, LTD.	\$ 1,203,221	\$ 5,558	\$ 4,912	\$ (181)	\$ -	\$ -	\$ -	\$ 1,213,510	\$ 77,979	
ANR	THE WEST TENNESSEE PUBLIC UTILITY DISTRI	\$ 1,164,124	\$ 2,263	\$ 1,460	\$ (53)	\$ -	\$ -	\$ -	\$ 1,167,794	\$ 75,445	
ANR	CARGILL, INCORPORATED	\$ 1,082,162	\$ 7,183	\$ 20,555	\$ (8)	\$ -	\$ -	\$ -	\$ 1,109,892	\$ 70,133	
ANR	OHIO GAS ENERGY SERVICES COMPANY	\$ 1,041,991	\$ 356	\$ 1,295	\$ (24)	\$ -	\$ -	\$ -	\$ 1,043,619	\$ 67,530	
ANR	DPL ENERGY, LLC	\$ 997,304	\$ 6,420	\$ -	\$ (401)	\$ -	\$ -	\$ -	\$ 1,003,324	\$ 64,634	
ANR	UNITED STATES GYPSUM COMPANY	\$ 993,054	\$ 2,743	\$ 2,091	\$ (118)	\$ -	\$ -	\$ -	\$ 997,769	\$ 64,358	
ANR	DYNEGY MARKETING AND TRADE, LLC	\$ 966,161	\$ 1,443	\$ 6,564	\$ (56)	\$ -	\$ -	\$ -	\$ 974,113	\$ 62,615	
ANR	BIG RIVER RESOURCES WEST BURLINGTON, LLC	\$ 953,841	\$ 4,264	\$ -	\$ (200)	\$ -	\$ -	\$ -	\$ 957,905	\$ 61,817	
ANR	ENSTOR ENERGY SERVICES, LLC	\$ 929,904	\$ 17,909	\$ -	\$ (969)	\$ -	\$ -	\$ -	\$ 946,844	\$ 60,266	
ANR	DIRECT ENERGY BUSINESS MARKETING, LLC	\$ 923,129	\$ 3,720	\$ 1,233	\$ (353)	\$ -	\$ -	\$ -	\$ 927,729	\$ 59,827	
ANR	NRG POWER MARKETING LLC	\$ 864,900	\$ 1,703	\$ 12,904	\$ -	\$ -	\$ -	\$ -	\$ 879,507	\$ 56,053	
ANR	SOUTHWEST ENERGY, L.P.	\$ 836,504	\$ 9,207	\$ 14,361	\$ (279)	\$ -	\$ -	\$ -	\$ 859,793	\$ 54,213	
ANR	MIDAMERICAN ENERGY SERVICES, LLC	\$ 810,507	\$ 3,768	\$ 4	\$ (146)	\$ -	\$ -	\$ -	\$ 814,133	\$ 52,528	
ANR	REPSOL ENERGY NORTH AMERICA CORPORATION	\$ 785,919	\$ 1,049	\$ 4,458	\$ (0)	\$ -	\$ -	\$ -	\$ 791,426	\$ 50,934	
ANR	MIDAMERICAN ENERGY COMPANY	\$ 778,320	\$ 2,019	\$ 2,318	\$ (77)	\$ -	\$ -	\$ -	\$ 782,581	\$ 50,442	
ANR	DOMTAR A.W. LLC	\$ 772,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 772,330	\$ 50,054	
ANR	NEWPAGE WISCONSIN SYSTEM INC.	\$ 729,362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 729,362	\$ 47,269	
ANR	TAPSTONE ENERGY, LLC	\$ 699,343	\$ 2,089	\$ -	\$ (102)	\$ -	\$ -	\$ -	\$ 701,329	\$ 45,323	
ANR	SOUTH JERSEY RESOURCES GROUP, LLC	\$ 666,292	\$ 9,354	\$ 2,506	\$ (19)	\$ -	\$ -	\$ -	\$ 678,134	\$ 43,181	
ANR	ROCK ENERGY COOPERATIVE	\$ 659,311	\$ 848	\$ 2,161	\$ (25)	\$ -	\$ -	\$ -	\$ 662,295	\$ 42,729	
ANR	MERCURIA ENERGY AMERICA, INC.	\$ 641,740	\$ 21,670	\$ -	\$ (604)	\$ -	\$ -	\$ -	\$ 662,806	\$ 41,590	
ANR	THE EMPIRE DISTRICT GAS COMPANY	\$ 608,067	\$ 904	\$ 2,019	\$ (38)	\$ -	\$ -	\$ -	\$ 610,952	\$ 39,408	
ANR	NORTHERN STATES POWER COMPANY, A WISCONS	\$ 552,044	\$ 880	\$ 649	\$ -	\$ -	\$ -	\$ -	\$ 553,572	\$ 35,777	
ANR	CITY OF JASPER, INDIANA	\$ 547,517	\$ 826	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 548,343	\$ 35,484	
ANR	PREMIER ETHANOL, LLC	\$ 522,716	\$ 2,328	\$ -	\$ (62)	\$ -	\$ -	\$ -	\$ 524,982	\$ 33,876	
ANR	CLECO POWER LLC	\$ 496,715	\$ 6,965	\$ 1,294	\$ (24)	\$ -	\$ -	\$ -	\$ 504,949	\$ 32,191	
ANR	FOUNTAIN TOWN GAS CO., INC.	\$ 495,542	\$ 669	\$ 1,273	\$ (43)	\$ -	\$ -	\$ -	\$ 497,441	\$ 32,115	
ANR	MORGAN STANLEY CAPITAL GROUP INC.	\$ 468,062	\$ 4,451	\$ 3,803	\$ (622)	\$ -	\$ -	\$ -	\$ 475,694	\$ 30,334	
ANR	KIMBERLY-CLARK CORPORATION	\$ 441,035	\$ 3,037	\$ 1,469	\$ (146)	\$ -	\$ -	\$ -	\$ 445,394	\$ 28,583	
ANR	PINE PRAIRIE ENERGY CENTER, LLC	\$ 436,332	\$ 728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 437,060	\$ 28,278	
ANR	AMEREN ILLINOIS COMPANY	\$ 433,494	\$ 549	\$ 310	\$ (21)	\$ -	\$ -	\$ -	\$ 434,332	\$ 28,094	
ANR	MACQUARIE ENERGY LLC	\$ 413,746	\$ 2,582	\$ 766	\$ (146)	\$ -	\$ -	\$ -	\$ 416,947	\$ 26,814	
ANR	CITY GAS COMPANY	\$ 411,594	\$ 951	\$ 1,642	\$ (27)	\$ 3,863	\$ -	\$ -	\$ 418,023	\$ 26,675	
ANR	UGI CENTRAL PENN GAS, INC.	\$ 402,107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402,107	\$ 26,060	
ANR	CONSTELLATION ENERGY GAS CHOICE, LLC	\$ 401,730	\$ 622	\$ 594	\$ (20)	\$ -	\$ -	\$ -	\$ 402,927	\$ 26,035	
ANR	NEW COVERT GENERATING COMPANY, LLC	\$ 395,056	\$ 600	\$ 1,994	\$ -	\$ -	\$ -	\$ -	\$ 397,650	\$ 25,603	
ANR	APACHE CORPORATION	\$ 381,256	\$ 134	\$ -	\$ (7)	\$ -	\$ -	\$ -	\$ 381,383	\$ 24,709	
ANR	UNITED ENERGY TRADING, LLC	\$ 378,935	\$ 5,995	\$ 17,136	\$ (742)	\$ -	\$ -	\$ -	\$ 401,324	\$ 24,558	
ANR	PARIS HENRY COUNTY PUBLIC UTILITY DISTRI	\$ 378,205	\$ 381	\$ 384	\$ (3)	\$ -	\$ -	\$ -	\$ 378,967	\$ 24,511	
ANR	UNITED WISCONSIN GRAIN PRODUCERS, LLC	\$ 340,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,522	\$ 22,069	
ANR	DUKE ENERGY INDIANA, INC.	\$ 336,597	\$ 456	\$ 1,211	\$ (19)	\$ -	\$ -	\$ -	\$ 338,245	\$ 21,814	
ANR	KOHLER COMPANY	\$ 317,875	\$ 1,122	\$ 840	\$ (28)	\$ -	\$ -	\$ -	\$ 319,810	\$ 20,601	
ANR	ATMOS ENERGY MARKETING, LLC	\$ 317,181	\$ 3,166	\$ -	\$ (12)	\$ -	\$ -	\$ -	\$ 320,336	\$ 20,556	
ANR	JUST ENERGY INDIANA CORP.	\$ 306,802	\$ 220	\$ 1,071	\$ (18)	\$ -	\$ -	\$ -	\$ 308,076	\$ 19,883	
ANR	DOMINION RETAIL, INC.	\$ 303,457	\$ 745	\$ 323	\$ (24)	\$ -	\$ -	\$ -	\$ 304,501	\$ 19,667	
ANR	DIDION ETHANOL, LLC	\$ 285,200	\$ 2,131	\$ 1,640	\$ -	\$ -	\$ -	\$ -	\$ 288,972	\$ 18,483	
ANR	KANSAS GAS SERVICE COMPANY, A DIVISION O	\$ 274,825	\$ 1,276	\$ 73	\$ (75)	\$ -	\$ -	\$ -	\$ 276,099	\$ 17,811	
ANR	VOLUNTEER ENERGY SERVICES, INC.	\$ 257,699	\$ 605	\$ 72	\$ (33)	\$ -	\$ -	\$ -	\$ 258,342	\$ 16,701	
ANR	GOLDEN TRIANGLE ENERGY, L.L.C.	\$ 252,123	\$ 1,368	\$ -	\$ (68)	\$ -	\$ -	\$ -	\$ 253,423	\$ 16,340	
ANR	REALGY, LLC	\$ 241,687	\$ 545	\$ 1,129	\$ (29)	\$ -	\$ -	\$ -	\$ 243,331	\$ 15,663	
ANR	CITY OF DULUTH	\$ 234,112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 234,112	\$ 15,172	
ANR	SEMPRA MIDSTREAM SERVICES, INC.	\$ 230,243	\$ 1,368	\$ 787	\$ (16)	\$ -	\$ -	\$ -	\$ 232,381	\$ 14,922	

ANR PIPELINE COMPANY
 REVENUES BY CUSTOMER
 FOR PRODUCTION PERIODS 8/2015 - 7/2016
 AS OF 7/2016 TBS ACCOUNTING PERIOD

TSP	Svc Req Name	Revenue	ACA	EPC_EPS	CNS_CNA	Marshfield	Vectren Add On	Third Prty Pass Thru	Total Invoiced Amt	PBOP Refund	\$ 39,405,463
ANR	CANTON RENEWABLES, LLC	\$ 230,041	\$ 220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230,261	\$ 14,909	
ANR	SPARK ENERGY GAS, LLC	\$ 226,207	\$ 472	\$ 755	\$ (15)	\$ -	\$ -	\$ -	\$ 227,419	\$ 14,660	
ANR	ATMOS ENERGY CORPORATION	\$ 224,459	\$ 739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,198	\$ 14,547	
ANR	COMMUNITY NATURAL GAS CO., INC.	\$ 202,704	\$ 274	\$ 348	\$ (12)	\$ -	\$ -	\$ -	\$ 203,314	\$ 13,137	
ANR	CITY OF ALEDO, ILLINOIS	\$ 190,534	\$ 283	\$ 537	\$ (15)	\$ -	\$ -	\$ -	\$ 191,339	\$ 12,348	
ANR	WGL MIDSTREAM, INC.	\$ 187,507	\$ 1,820	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ 190,628	\$ 12,152	
ANR	MICHIGAN PUBLIC POWER AGENCY	\$ 177,646	\$ 1,377	\$ 1,464	\$ (93)	\$ -	\$ -	\$ 86,201	\$ 266,596	\$ 11,513	
ANR	OCCIDENTAL ENERGY MARKETING, INC.	\$ 171,528	\$ 1,288	\$ 920	\$ -	\$ -	\$ -	\$ -	\$ 173,736	\$ 11,116	
ANR	NOBLE AMERICAS GAS & POWER CORP.	\$ 163,497	\$ 668	\$ 390	\$ -	\$ -	\$ -	\$ -	\$ 164,554	\$ 10,596	
ANR	SUPERIOR WATER, LIGHT AND POWER COMPANY	\$ 162,146	\$ 207	\$ 1,485	\$ -	\$ -	\$ -	\$ -	\$ 163,839	\$ 10,508	
ANR	EXPERA SPECIALTY SOLUTIONS, LLC	\$ 155,937	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,937	\$ 10,106	
ANR	STAND ENERGY CORPORATION	\$ 153,316	\$ 296	\$ 562	\$ (27)	\$ -	\$ -	\$ -	\$ 154,148	\$ 9,936	
ANR	ECO-ENERGY, LLC	\$ 152,327	\$ 1,426	\$ -	\$ (408)	\$ -	\$ -	\$ -	\$ 153,346	\$ 9,872	
ANR	NORTH STAR BLUESCOPE STEEL LLC	\$ 150,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,441	\$ 9,750	
ANR	TOWN OF SOMERVILLE, TENNESSEE	\$ 145,253	\$ 192	\$ 288	\$ (0)	\$ -	\$ -	\$ -	\$ 145,733	\$ 9,414	
ANR	CITY OF BETHANY, MISSOURI	\$ 144,252	\$ 214	\$ 379	\$ (11)	\$ -	\$ -	\$ -	\$ 144,834	\$ 9,349	
ANR	FARMLAND FOODS, INC.	\$ 142,767	\$ 607	\$ -	\$ (21)	\$ -	\$ -	\$ -	\$ 143,352	\$ 9,253	
ANR	CITY OF MILAN, MISSOURI	\$ 140,655	\$ 209	\$ 519	\$ (12)	\$ -	\$ -	\$ -	\$ 141,372	\$ 9,116	
ANR	AEP GENERATION RESOURCES INC.	\$ 133,131	\$ 164	\$ 746	\$ (13)	\$ -	\$ -	\$ -	\$ 134,029	\$ 8,628	
ANR	FREEPOINT COMMODITIES LLC	\$ 118,402	\$ 1,941	\$ -	\$ (374)	\$ -	\$ -	\$ -	\$ 119,969	\$ 7,673	
ANR	CHEVRON U.S.A. INC.	\$ 116,812	\$ 2,866	\$ -	\$ (181)	\$ -	\$ -	\$ -	\$ 119,498	\$ 7,570	
ANR	ELEMENT MARKETS RENEWABLE NATURAL GAS, L	\$ 113,127	\$ 509	\$ -	\$ (25)	\$ -	\$ -	\$ -	\$ 113,611	\$ 7,332	
ANR	MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	\$ 111,006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,006	\$ 7,194	
ANR	CITY OF LAMONI, IOWA DBA LAMONI MUNICIPA	\$ 107,530	\$ 160	\$ 210	\$ (4)	\$ -	\$ -	\$ -	\$ 107,896	\$ 6,969	
ANR	MISSOURI GAS UTILITY, INC.	\$ 105,086	\$ 206	\$ 363	\$ (7)	\$ -	\$ -	\$ -	\$ 105,647	\$ 6,810	
ANR	CITY OF BLOOMFIELD, IOWA	\$ 105,009	\$ 156	\$ 103	\$ (2)	\$ -	\$ -	\$ -	\$ 105,267	\$ 6,806	
ANR	ALLERTON GAS COMPANY	\$ 101,877	\$ 302	\$ 210	\$ (16)	\$ -	\$ -	\$ -	\$ 102,374	\$ 6,603	
ANR	SOUTHSTAR ENERGY SERVICES LLC	\$ 98,304	\$ 206	\$ 23	\$ (13)	\$ -	\$ -	\$ -	\$ 98,520	\$ 6,371	
ANR	COMMERCE ENERGY, INC.	\$ 93,522	\$ 148	\$ -	\$ (5)	\$ -	\$ -	\$ -	\$ 93,666	\$ 6,061	
ANR	JOHN DEERE HORICON WORKS A DIVISION OF D	\$ 85,996	\$ 257	\$ 194	\$ (6)	\$ -	\$ -	\$ -	\$ 86,441	\$ 5,573	
ANR	CITY OF UNIONVILLE, MISSOURI	\$ 81,814	\$ 122	\$ 357	\$ (14)	\$ -	\$ -	\$ -	\$ 82,278	\$ 5,302	
ANR	FLORENCE UTILITY COMMISSION	\$ 79,808	\$ 195	\$ 328	\$ (5)	\$ -	\$ -	\$ -	\$ 80,327	\$ 5,172	
ANR	CATALYST PAPER OPERATIONS INC.	\$ 79,290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,290	\$ 5,139	
ANR	CITY OF MURRAY, KENTUCKY	\$ 77,611	\$ 376	\$ -	\$ (4)	\$ -	\$ -	\$ -	\$ 77,984	\$ 5,030	
ANR	MIDLAND COGENERATION VENTURE LIMITED PAR	\$ 76,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,472	\$ 4,956	
ANR	HOOSIER ENERGY RURAL ELECTRIC COOPERATIV	\$ 71,132	\$ 81	\$ 255	\$ (20)	\$ -	\$ -	\$ -	\$ 71,447	\$ 4,610	
ANR	CITY OF ALBANY, MISSOURI	\$ 69,232	\$ 103	\$ 237	\$ (9)	\$ -	\$ -	\$ -	\$ 69,563	\$ 4,487	
ANR	SAPUTO CHEESE USA INC.	\$ 66,814	\$ 615	\$ 468	\$ (29)	\$ -	\$ -	\$ -	\$ 67,868	\$ 4,330	
ANR	ESERVICES, LLC	\$ 63,703	\$ 78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,781	\$ 4,129	
ANR	SNYDER BROTHERS, INC.	\$ 63,300	\$ 95	\$ -	\$ (2)	\$ -	\$ -	\$ -	\$ 63,393	\$ 4,102	
ANR	ENBRIDGE MARKETING (U.S.) L.P.	\$ 61,462	\$ 767	\$ 460	\$ -	\$ -	\$ -	\$ -	\$ 62,689	\$ 3,983	
ANR	TENNESSEE ENERGY ACQUISITION CORPORATION	\$ 60,946	\$ 420	\$ 9	\$ (8)	\$ -	\$ -	\$ -	\$ 61,367	\$ 3,950	
ANR	CITY OF WAYLAND, IOWA	\$ 58,617	\$ 87	\$ 59	\$ (1)	\$ -	\$ -	\$ -	\$ 58,763	\$ 3,799	
ANR	DCP MIDSTREAM, LP	\$ 54,646	\$ 1,081	\$ -	\$ (61)	\$ -	\$ -	\$ -	\$ 55,665	\$ 3,542	
ANR	MILK SPECIALTIES COMPANY	\$ 53,834	\$ 472	\$ 359	\$ (21)	\$ -	\$ -	\$ -	\$ 54,644	\$ 3,489	
ANR	CONTINUUM ENERGY SERVICES, L.L.C.	\$ 49,992	\$ 318	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ 50,435	\$ 3,240	
ANR	ETHANOL PRODUCTS, LLC DBA POET ETHANOL P	\$ 49,938	\$ 231	\$ -	\$ (66)	\$ -	\$ -	\$ -	\$ 50,103	\$ 3,236	
ANR	CITY OF PRINCETON, MISSOURI	\$ 47,734	\$ 71	\$ 190	\$ (3)	\$ -	\$ -	\$ -	\$ 47,993	\$ 3,094	
ANR	INDIANA NATURAL GAS CORPORATION	\$ 46,013	\$ 62	\$ 34	\$ (1)	\$ -	\$ -	\$ -	\$ 46,108	\$ 2,982	
ANR	LAND O' LAKES, INC.	\$ 39,645	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,645	\$ 2,569	
ANR	CITY OF STANBERRY, MISSOURI	\$ 35,736	\$ 53	\$ 158	\$ (5)	\$ -	\$ -	\$ -	\$ 35,943	\$ 2,316	
ANR	CITY OF WINFIELD, IOWA	\$ 35,287	\$ 52	\$ 40	\$ (0)	\$ -	\$ -	\$ -	\$ 35,379	\$ 2,287	
ANR	MIECO INC.	\$ 35,237	\$ 550	\$ 310	\$ (23)	\$ -	\$ -	\$ -	\$ 36,073	\$ 2,284	
ANR	JBS GREEN BAY, INC.	\$ 31,969	\$ 256	\$ 195	\$ -	\$ -	\$ -	\$ -	\$ 32,419	\$ 2,072	
ANR	ENLINK MIDSTREAM OPERATING, LP	\$ 30,984	\$ 725	\$ -	\$ (10)	\$ -	\$ -	\$ -	\$ 31,698	\$ 2,008	

ANR PIPELINE COMPANY
 REVENUES BY CUSTOMER
 FOR PRODUCTION PERIODS 8/2015 - 7/2016
 AS OF 7/2016 TBS ACCOUNTING PERIOD

TSP	Svc Req Name	Revenue	ACA	EPC_EPS	CNS_CNA	Marshfield	Vectren Add On	Third Prty Pass Thru	Total Invoiced Amt	PBOP Refund	\$ 39,405,463
ANR	U.S. GAS & ELECTRIC, INC.	\$ 29,971	\$ 28	\$ 92	\$ (1)	\$ -	\$ -	\$ -	\$ 30,091	\$ 1,942	
ANR	NEXTERA ENERGY POWER MARKETING, LLC	\$ 29,647	\$ 1,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,837	\$ 1,921	
ANR	CONCORD ENERGY LLC	\$ 29,565	\$ 3,445	\$ -	\$ (99)	\$ -	\$ -	\$ -	\$ 32,911	\$ 1,916	
ANR	TARGA GAS MARKETING LLC	\$ 29,115	\$ 783	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,898	\$ 1,887	
ANR	CITY OF MORNING SUN, IOWA	\$ 27,488	\$ 41	\$ 31	\$ (0)	\$ -	\$ -	\$ -	\$ 27,560	\$ 1,781	
ANR	CARDINAL ETHANOL, LLC	\$ 27,447	\$ 258	\$ -	\$ (6)	\$ -	\$ -	\$ -	\$ 27,698	\$ 1,779	
ANR	CITY OF NEW BOSTON, ILLINOIS	\$ 27,051	\$ 40	\$ 44	\$ (1)	\$ -	\$ -	\$ -	\$ 27,134	\$ 1,753	
ANR	PAL ENERGY, LLC	\$ 26,484	\$ 524	\$ -	\$ (30)	\$ -	\$ -	\$ -	\$ 26,977	\$ 1,716	
ANR	CITY OF GRANT CITY, MISSOURI	\$ 24,137	\$ 36	\$ 90	\$ (3)	\$ -	\$ -	\$ -	\$ 24,260	\$ 1,564	
ANR	BELOIT BOX BOARD COMPANY, INC.	\$ 23,787	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,787	\$ 1,542	
ANR	EDF ENERGY SERVICES, LLC	\$ 22,518	\$ 180	\$ 244	\$ (6)	\$ -	\$ -	\$ -	\$ 22,936	\$ 1,459	
ANR	EMERA ENERGY SERVICES, INC.	\$ 18,641	\$ 1,868	\$ 583	\$ (437)	\$ -	\$ -	\$ -	\$ 20,655	\$ 1,208	
ANR	ANADARKO ENERGY SERVICES COMPANY	\$ 17,028	\$ 309	\$ -	\$ (27)	\$ -	\$ -	\$ -	\$ 17,309	\$ 1,104	
ANR	CITY OF MOULTON, IOWA	\$ 15,720	\$ 23	\$ 69	\$ (2)	\$ -	\$ -	\$ -	\$ 15,811	\$ 1,019	
ANR	CENTERPOINT ENERGY RESOURCES CORP. DBA C	\$ 15,190	\$ 25	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ 15,215	\$ 984	
ANR	TEXLA ENERGY MANAGEMENT, INC.	\$ 12,692	\$ 273	\$ -	\$ (9)	\$ -	\$ -	\$ -	\$ 12,956	\$ 823	
ANR	CITY OF WETMORE, KANSAS	\$ 12,487	\$ 19	\$ 41	\$ (1)	\$ -	\$ -	\$ -	\$ 12,546	\$ 809	
ANR	MERRILL LYNCH COMMODITIES, INC.	\$ 11,749	\$ 41	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ 11,820	\$ 761	
ANR	TOWN OF CHRISNEY, INDIANA	\$ 11,006	\$ 15	\$ 69	\$ (3)	\$ -	\$ -	\$ -	\$ 11,086	\$ 713	
ANR	NORTH AMERICAN POWER AND GAS, LLC	\$ 10,974	\$ 26	\$ -	\$ (2)	\$ -	\$ -	\$ -	\$ 10,998	\$ 711	
ANR	BNP PARIBAS ENERGY TRADING GP	\$ 9,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,509	\$ 616	
ANR	WOODRIVER ENERGY LLC	\$ 9,307	\$ 18	\$ 0	\$ (0)	\$ -	\$ -	\$ -	\$ 9,324	\$ 603	
ANR	OKLAHOMA NATURAL GAS COMPANY, A DIVISION	\$ 7,906	\$ 67	\$ -	\$ (1)	\$ -	\$ -	\$ -	\$ 7,972	\$ 512	
ANR	HARTREE PARTNERS, LP	\$ 7,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,257	\$ 470	
ANR	TRAFIGURA TRADING LLC	\$ 6,775	\$ 163	\$ 336	\$ -	\$ -	\$ -	\$ -	\$ 7,274	\$ 439	
ANR	MARTIN ENERGY TRADING LLC	\$ 6,678	\$ 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,835	\$ 433	
ANR	CITY OF LINEVILLE, IOWA	\$ 6,654	\$ 10	\$ 33	\$ (1)	\$ -	\$ -	\$ -	\$ 6,695	\$ 431	
ANR	OMNOVA SOLUTIONS INC.	\$ 6,609	\$ 29	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ 6,658	\$ 428	
ANR	COLONIAL ENERGY, INC.	\$ 6,419	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,450	\$ 416	
ANR	BEAR CREEK ENERGY, INC.	\$ 6,124	\$ 121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,245	\$ 397	
ANR	CIMAREX ENERGY CO.	\$ 6,011	\$ 3	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ 6,015	\$ 390	
ANR	ALPHA GAS & ELECTRIC, LLC	\$ 6,004	\$ 2	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ 6,006	\$ 389	
ANR	XOOM ENERGY OF OHIO, LLC	\$ 6,003	\$ 11	\$ -	\$ (1)	\$ -	\$ -	\$ -	\$ 6,013	\$ 389	
ANR	VIRGINIA POWER ENERGY MARKETING, INC.	\$ 5,393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,393	\$ 349	
ANR	ASSOCIATED ELECTRIC COOPERATIVE INC.	\$ 4,190	\$ 7	\$ 13	\$ (0)	\$ -	\$ -	\$ -	\$ 4,209	\$ 272	
ANR	NEXEN ENERGY MARKETING U.S.A. INC.	\$ 4,146	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,146	\$ 269	
ANR	CITY OF HAVENSVILLE, KANSAS	\$ 3,599	\$ 5	\$ 14	\$ (0)	\$ -	\$ -	\$ -	\$ 3,619	\$ 233	
ANR	NEXEN PETROLEUM SALES U.S.A. INC.	\$ 3,450	\$ 81	\$ -	\$ (1)	\$ -	\$ -	\$ -	\$ 3,531	\$ 224	
ANR	WORLD FUEL SERVICES, INC.	\$ 3,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,257	\$ 211	
ANR	EVERYDAY ENERGY, LLC	\$ 2,643	\$ 5	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ 2,648	\$ 171	
ANR	CONEXUS ENERGY, LLC	\$ 1,641	\$ 32	\$ -	\$ (9)	\$ -	\$ -	\$ -	\$ 1,664	\$ 106	
ANR	ENI TRADING & SHIPPING INC.	\$ 1,581	\$ 37	\$ -	\$ (11)	\$ -	\$ -	\$ -	\$ 1,607	\$ 102	
ANR	WELLS FARGO COMMODITIES, LLC	\$ 1,086	\$ 7	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ 1,097	\$ 70	
ANR	GEORGE B. FRANKLIN & SON, INC.	\$ 865	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 870	\$ 56	
ANR	COKINOS ENERGY CORPORATION	\$ 544	\$ 8	\$ -	\$ (2)	\$ -	\$ -	\$ -	\$ 550	\$ 35	
ANR	AMERICAN POWER & GAS LLC	\$ 524	\$ 58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 582	\$ 34	
ANR	PALMCO ENERGY OH LLC	\$ 395	\$ 1	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ 395	\$ 26	
ANR	PACIFIC SUMMIT ENERGY LLC	\$ 312	\$ 34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347	\$ 20	
ANR	ROESLEIN ALTERNATIVE ENERGY SERVICES, LL	\$ 255	\$ 2	\$ 1	\$ (0)	\$ -	\$ -	\$ -	\$ 258	\$ 17	
ANR	BG ENERGY MERCHANTS, LLC	\$ 190	\$ 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 203	\$ 12	
ANR	THE EAST OHIO GAS COMPANY	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84	\$ 5	
ANR	UNIPER GLOBAL COMMODITIES NORTH AMERICA	\$ 61	\$ 1	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ 62	\$ 4	
ANR	PALMCO ENERGY PA, LLC	\$ 54	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59	\$ 3	
ANR	TITAN GAS, LLC	\$ 45	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50	\$ 3	
ANR	TIDAL ENERGY MARKETING (U.S.) L.L.C.	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20	\$ 1	

ANR PIPELINE COMPANY
 REVENUES BY CUSTOMER
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TSP	Svc Req Name	Revenue	ACA	EPC_EPS	CNS_CNA	Marshfield	Vectren Add On	Third Prty Pass Thru	Total Invoiced Amt	PBOP Refund	\$ 39,405,463
ANR	VECTREN ENERGY DELIVERY OF OHIO, INC.	\$ -	\$ -	\$ -	\$ -	\$ -	182,496	\$ -	182,496	\$ -	
ANR	SANTANNA NATURAL GAS CORPORATION D/B/A S	\$ (1,378)	\$ -	\$ -	\$ -	\$ -	-	\$ -	(1,378)	\$ -	
ANR	NORDIC ENERGY SERVICES, LLC	\$ (2,561)	\$ -	\$ -	\$ -	\$ -	-	\$ -	(2,561)	\$ -	
ANR	LACLEDE ENERGY RESOURCES, INC.	\$ (7,389)	\$ 6,023	\$ 5,309	\$ -	\$ -	-	\$ -	3,944	\$ -	
ANR	CONSTELLATION ENERGY SERVICES, INC.	\$ (366,908)	\$ -	\$ -	\$ -	\$ -	-	\$ -	(366,908)	\$ -	
ANR	UGI ENERGY SERVICES, INC.	\$ (380,369)	\$ -	\$ -	\$ -	\$ -	-	\$ -	(380,369)	\$ -	

POST-EMPLOYMENT/POST-RETIREMENT BENEFITS OTHER THAN PENSIONS REFUND PLANPRELIMINARY ESTIMATE - SUBJECT TO REVISION

Row Labels	Sum of Revenue	Sum of Revenue2	Sum of PBOP Refund
ANTERO RESOURCES CORPORATION	\$ 70,205,909	11.5%	\$ 4,549,938
ASCENT RESOURCES - UTICA, LLC	\$ 67,376,665	11.1%	\$ 4,366,579
WISCONSIN ELECTRIC POWER COMPANY	\$ 27,840,598	4.6%	\$ 1,804,307
WISCONSIN GAS LLC	\$ 26,749,249	4.4%	\$ 1,733,578
WISCONSIN PUBLIC SERVICE CORPORATION	\$ 22,726,068	3.7%	\$ 1,472,842
WISCONSIN POWER AND LIGHT COMPANY	\$ 21,473,740	3.5%	\$ 1,391,680
DTE GAS COMPANY	\$ 20,399,336	3.4%	\$ 1,322,050
NORTHERN INDIANA PUBLIC SERVICE COMPANY	\$ 18,993,552	3.1%	\$ 1,230,943
GULFPORT ENERGY CORPORATION	\$ 17,105,023	2.8%	\$ 1,108,551
THE PEOPLES GAS LIGHT AND COKE COMPANY	\$ 14,864,174	2.4%	\$ 963,325
SHELL ENERGY NORTH AMERICA (US), L.P.	\$ 14,685,970	2.4%	\$ 951,775
MADISON GAS AND ELECTRIC COMPANY	\$ 13,377,669	2.2%	\$ 866,986
SEQUENT ENERGY MANAGEMENT, L.P.	\$ 11,992,860	2.0%	\$ 777,239
J. ARON & COMPANY	\$ 10,970,795	1.8%	\$ 711,001
NORTHERN STATES POWER COMPANY, A MINNESO	\$ 10,770,174	1.8%	\$ 697,999
CENTRA GAS MANITOBA INC.	\$ 10,653,533	1.8%	\$ 690,439
SEMCO ENERGY, INC., DBA SEMCO ENERGY GAS	\$ 10,362,792	1.7%	\$ 671,597
NORTH SHORE GAS COMPANY	\$ 10,153,964	1.7%	\$ 658,063
DTE ENERGY TRADING, INC.	\$ 9,215,832	1.5%	\$ 597,264
EDF TRADING NORTH AMERICA, LLC	\$ 9,042,769	1.5%	\$ 586,048
UGI UTILITIES, INC.	\$ 8,906,364	1.5%	\$ 577,208
MICHIGAN GAS UTILITIES CORPORATION	\$ 8,661,738	1.4%	\$ 561,354
TENASKA MARKETING VENTURES	\$ 8,148,407	1.3%	\$ 528,086
EXELON GENERATION COMPANY, LLC	\$ 7,816,149	1.3%	\$ 506,553
BP CANADA ENERGY MARKETING CORP.	\$ 7,589,218	1.2%	\$ 491,846
RICE ENERGY MARKETING LLC	\$ 7,561,816	1.2%	\$ 490,070
TENASKA GAS STORAGE, LLC	\$ 6,876,896	1.1%	\$ 445,681
NORTHERN ILLINOIS GAS COMPANY D/B/A NICO	\$ 6,876,723	1.1%	\$ 445,670
TWIN EAGLE RESOURCE MANAGEMENT, LLC	\$ 6,289,712	1.0%	\$ 407,627
TENNESSEE VALLEY AUTHORITY	\$ 6,188,143	1.0%	\$ 401,044
CONSTELLATION ENERGY SERVICES - NATURAL	\$ 6,100,837	1.0%	\$ 395,386
ETC MARKETING, LTD.	\$ 5,114,571	0.8%	\$ 331,468
INTERSTATE POWER AND LIGHT COMPANY	\$ 4,998,011	0.8%	\$ 323,913
CASTLETON COMMODITIES MERCHANT TRADING L	\$ 4,365,485	0.7%	\$ 282,920
INTERSTATE GAS SUPPLY, INC.	\$ 4,070,393	0.7%	\$ 263,796
PANHANDLE EASTERN PIPE LINE COMPANY, LP	\$ 3,610,486	0.6%	\$ 233,990
CHESAPEAKE ENERGY MARKETING, L.L.C.	\$ 3,608,452	0.6%	\$ 233,858
CONOCOPHILLIPS COMPANY	\$ 3,476,365	0.6%	\$ 225,298
IOWA FERTILIZER COMPANY LLC	\$ 3,307,299	0.5%	\$ 214,341
GREEN PLAINS TRADE GROUP LLC	\$ 3,267,661	0.5%	\$ 211,772
ECLIPSE RESOURCES MARKETING, LP	\$ 3,148,140	0.5%	\$ 204,026
LSP UNIVERSITY PARK, LLC	\$ 3,070,841	0.5%	\$ 199,017
CNX GAS COMPANY LLC	\$ 2,608,964	0.4%	\$ 169,083
CNE GAS SUPPLY, LLC	\$ 2,334,247	0.4%	\$ 151,279
CONSUMERS ENERGY COMPANY	\$ 2,291,396	0.4%	\$ 148,502
NJR ENERGY SERVICES COMPANY	\$ 2,189,594	0.4%	\$ 141,904
GDF SUEZ ENERGY MARKETING NA, INC.	\$ 1,888,482	0.3%	\$ 122,390
OHIO VALLEY GAS CORPORATION	\$ 1,825,902	0.3%	\$ 118,334
LIBERTY UTILITIES (MIDSTATES NATURAL GAS	\$ 1,822,101	0.3%	\$ 118,088
BP ENERGY COMPANY	\$ 1,804,001	0.3%	\$ 116,915
UNIVERSITY PARK ENERGY, LLC	\$ 1,755,462	0.3%	\$ 113,769
INDIANA GAS COMPANY, INC.	\$ 1,609,630	0.3%	\$ 104,318
ROQUETTE AMERICA, INC.	\$ 1,605,675	0.3%	\$ 104,061
WISCONSIN PUBLIC SERVICE CORP. DBA WPSC-	\$ 1,581,088	0.3%	\$ 102,468
MEMPHIS LIGHT, GAS AND WATER DIVISION	\$ 1,522,623	0.3%	\$ 98,679

POST-EMPLOYMENT/POST-RETIREMENT BENEFITS OTHER THAN PENSIONS REFUND PLANPRELIMINARY ESTIMATE - SUBJECT TO REVISION

Row Labels	Sum of Revenue	Sum of Revenue2	Sum of PBOP Refund
CENTERPOINT ENERGY SERVICES, INC.	\$ 1,515,078	0.2%	\$ 98,190
ENABLE ENERGY RESOURCES, LLC	\$ 1,483,092	0.2%	\$ 96,117
KOCH ENERGY SERVICES, LLC	\$ 1,435,291	0.2%	\$ 93,019
CIMA ENERGY, LTD.	\$ 1,203,221	0.2%	\$ 77,979
THE WEST TENNESSEE PUBLIC UTILITY DISTRI	\$ 1,164,124	0.2%	\$ 75,445
CARGILL, INCORPORATED	\$ 1,082,162	0.2%	\$ 70,133
OHIO GAS ENERGY SERVICES COMPANY	\$ 1,041,991	0.2%	\$ 67,530
DPL ENERGY, LLC	\$ 997,304	0.2%	\$ 64,634
UNITED STATES GYPSUM COMPANY	\$ 993,054	0.2%	\$ 64,358
DYNEGY MARKETING AND TRADE, LLC	\$ 966,161	0.2%	\$ 62,615
BIG RIVER RESOURCES WEST BURLINGTON, LLC	\$ 953,841	0.2%	\$ 61,817
ENSTOR ENERGY SERVICES, LLC	\$ 929,904	0.2%	\$ 60,266
DIRECT ENERGY BUSINESS MARKETING, LLC	\$ 923,129	0.2%	\$ 59,827
NRG POWER MARKETING LLC	\$ 864,900	0.1%	\$ 56,053
SOUTHWEST ENERGY, L.P.	\$ 836,504	0.1%	\$ 54,213
MIDAMERICAN ENERGY SERVICES, LLC	\$ 810,507	0.1%	\$ 52,528
REPSOL ENERGY NORTH AMERICA CORPORATION	\$ 785,919	0.1%	\$ 50,934
MIDAMERICAN ENERGY COMPANY	\$ 778,320	0.1%	\$ 50,442
DOMTAR A.W. LLC	\$ 772,330	0.1%	\$ 50,054
NEWPAGE WISCONSIN SYSTEM INC.	\$ 729,362	0.1%	\$ 47,269
TAPSTONE ENERGY, LLC	\$ 699,343	0.1%	\$ 45,323
SOUTH JERSEY RESOURCES GROUP, LLC	\$ 666,292	0.1%	\$ 43,181
ROCK ENERGY COOPERATIVE	\$ 659,311	0.1%	\$ 42,729
MERCURIA ENERGY AMERICA, INC.	\$ 641,740	0.1%	\$ 41,590
THE EMPIRE DISTRICT GAS COMPANY	\$ 608,067	0.1%	\$ 39,408
NORTHERN STATES POWER COMPANY, A WISCONS	\$ 552,044	0.1%	\$ 35,777
CITY OF JASPER, INDIANA	\$ 547,517	0.1%	\$ 35,484
PREMIER ETHANOL, LLC	\$ 522,716	0.1%	\$ 33,876
CLECO POWER LLC	\$ 496,715	0.1%	\$ 32,191
FOUNTAIN TOWN GAS CO., INC.	\$ 495,542	0.1%	\$ 32,115
MORGAN STANLEY CAPITAL GROUP INC.	\$ 468,062	0.1%	\$ 30,334
KIMBERLY-CLARK CORPORATION	\$ 441,035	0.1%	\$ 28,583
PINE PRAIRIE ENERGY CENTER, LLC	\$ 436,332	0.1%	\$ 28,278
AMEREN ILLINOIS COMPANY	\$ 433,494	0.1%	\$ 28,094
MACQUARIE ENERGY LLC	\$ 413,746	0.1%	\$ 26,814
CITY GAS COMPANY	\$ 411,594	0.1%	\$ 26,675
UGI CENTRAL PENN GAS, INC.	\$ 402,107	0.1%	\$ 26,060
CONSTELLATION ENERGY GAS CHOICE, LLC	\$ 401,730	0.1%	\$ 26,035
NEW COVERT GENERATING COMPANY, LLC	\$ 395,056	0.1%	\$ 25,603
APACHE CORPORATION	\$ 381,256	0.1%	\$ 24,709
UNITED ENERGY TRADING, LLC	\$ 378,935	0.1%	\$ 24,558
PARIS HENRY COUNTY PUBLIC UTILITY DISTRI	\$ 378,205	0.1%	\$ 24,511
UNITED WISCONSIN GRAIN PRODUCERS, LLC	\$ 340,522	0.1%	\$ 22,069
DUKE ENERGY INDIANA, INC.	\$ 336,597	0.1%	\$ 21,814
KOHLER COMPANY	\$ 317,875	0.1%	\$ 20,601
ATMOS ENERGY MARKETING, LLC	\$ 317,181	0.1%	\$ 20,556
JUST ENERGY INDIANA CORP.	\$ 306,802	0.1%	\$ 19,883
DOMINION RETAIL, INC.	\$ 303,457	0.04991%	\$ 19,667
DIDION ETHANOL, LLC	\$ 285,200	0.04691%	\$ 18,483
KANSAS GAS SERVICE COMPANY, A DIVISION O	\$ 274,825	0.04520%	\$ 17,811
VOLUNTEER ENERGY SERVICES, INC.	\$ 257,699	0.04238%	\$ 16,701
GOLDEN TRIANGLE ENERGY, L.L.C.	\$ 252,123	0.04147%	\$ 16,340
REALGY, LLC	\$ 241,687	0.03975%	\$ 15,663
CITY OF DULUTH	\$ 234,112	0.03850%	\$ 15,172
SEMPRA MIDSTREAM SERVICES, INC.	\$ 230,243	0.03787%	\$ 14,922

POST-EMPLOYMENT/POST-RETIREMENT BENEFITS OTHER THAN PENSIONS REFUND PLANPRELIMINARY ESTIMATE - SUBJECT TO REVISION

Row Labels	Sum of Revenue	Sum of Revenue2	Sum of PBOP Refund
CANTON RENEWABLES, LLC	\$ 230,041	0.03783%	\$ 14,909
SPARK ENERGY GAS, LLC	\$ 226,207	0.03720%	\$ 14,660
ATMOS ENERGY CORPORATION	\$ 224,459	0.03692%	\$ 14,547
COMMUNITY NATURAL GAS CO., INC.	\$ 202,704	0.03334%	\$ 13,137
CITY OF ALEDO, ILLINOIS	\$ 190,534	0.03134%	\$ 12,348
WGL MIDSTREAM, INC.	\$ 187,507	0.03084%	\$ 12,152
MICHIGAN PUBLIC POWER AGENCY	\$ 177,646	0.02922%	\$ 11,513
OCCIDENTAL ENERGY MARKETING, INC.	\$ 171,528	0.02821%	\$ 11,116
NOBLE AMERICAS GAS & POWER CORP.	\$ 163,497	0.02689%	\$ 10,596
SUPERIOR WATER, LIGHT AND POWER COMPANY	\$ 162,146	0.02667%	\$ 10,508
EXPERA SPECIALTY SOLUTIONS, LLC	\$ 155,937	0.02565%	\$ 10,106
STAND ENERGY CORPORATION	\$ 153,316	0.02522%	\$ 9,936
ECO-ENERGY, LLC	\$ 152,327	0.02505%	\$ 9,872
NORTH STAR BLUESCOPE STEEL LLC	\$ 150,441	0.02474%	\$ 9,750
TOWN OF SOMERVILLE, TENNESSEE	\$ 145,253	0.02389%	\$ 9,414
CITY OF BETHANY, MISSOURI	\$ 144,252	0.02372%	\$ 9,349
FARMLAND FOODS, INC.	\$ 142,767	0.02348%	\$ 9,253
CITY OF MILAN, MISSOURI	\$ 140,655	0.02313%	\$ 9,116
AEP GENERATION RESOURCES INC.	\$ 133,131	0.02190%	\$ 8,628
FREEPOINT COMMODITIES LLC	\$ 118,402	0.01947%	\$ 7,673
CHEVRON U.S.A. INC.	\$ 116,812	0.01921%	\$ 7,570
ELEMENT MARKETS RENEWABLE NATURAL GAS, L	\$ 113,127	0.01861%	\$ 7,332
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT	\$ 111,006	0.01826%	\$ 7,194
CITY OF LAMONI, IOWA DBA LAMONI MUNICIPA	\$ 107,530	0.01768%	\$ 6,969
MISSOURI GAS UTILITY, INC.	\$ 105,086	0.01728%	\$ 6,810
CITY OF BLOOMFIELD, IOWA	\$ 105,009	0.01727%	\$ 6,806
ALLERTON GAS COMPANY	\$ 101,877	0.01676%	\$ 6,603
SOUTHSTAR ENERGY SERVICES LLC	\$ 98,304	0.01617%	\$ 6,371
COMMERCE ENERGY, INC.	\$ 93,522	0.01538%	\$ 6,061
JOHN DEERE HORICON WORKS A DIVISION OF D	\$ 85,996	0.01414%	\$ 5,573
CITY OF UNIONVILLE, MISSOURI	\$ 81,814	0.01346%	\$ 5,302
FLORENCE UTILITY COMMISSION	\$ 79,808	0.01313%	\$ 5,172
CATALYST PAPER OPERATIONS INC.	\$ 79,290	0.01304%	\$ 5,139
CITY OF MURRAY, KENTUCKY	\$ 77,611	0.01276%	\$ 5,030
MIDLAND COGENERATION VENTURE LIMITED PAR	\$ 76,472	0.01258%	\$ 4,956
HOOSIER ENERGY RURAL ELECTRIC COOPERATIV	\$ 71,132	0.01170%	\$ 4,610
CITY OF ALBANY, MISSOURI	\$ 69,232	0.01139%	\$ 4,487
SAPUTO CHEESE USA INC.	\$ 66,814	0.01099%	\$ 4,330
ESERVICES, LLC	\$ 63,703	0.01048%	\$ 4,129
SNYDER BROTHERS, INC.	\$ 63,300	0.01041%	\$ 4,102
ENBRIDGE MARKETING (U.S.) L.P.	\$ 61,462	0.01011%	\$ 3,983
TENNESSEE ENERGY ACQUISITION CORPORATION	\$ 60,946	0.01002%	\$ 3,950
CITY OF WAYLAND, IOWA	\$ 58,617	0.00964%	\$ 3,799
DCP MIDSTREAM, LP	\$ 54,646	0.00899%	\$ 3,542
MILK SPECIALTIES COMPANY	\$ 53,834	0.00885%	\$ 3,489
CONTINUUM ENERGY SERVICES, L.L.C.	\$ 49,992	0.00822%	\$ 3,240
ETHANOL PRODUCTS, LLC DBA POET ETHANOL P	\$ 49,938	0.00821%	\$ 3,236
CITY OF PRINCETON, MISSOURI	\$ 47,734	0.00785%	\$ 3,094
INDIANA NATURAL GAS CORPORATION	\$ 46,013	0.00757%	\$ 2,982
LAND O' LAKES, INC.	\$ 39,645	0.00652%	\$ 2,569
CITY OF STANBERRY, MISSOURI	\$ 35,736	0.00588%	\$ 2,316
CITY OF WINFIELD, IOWA	\$ 35,287	0.00580%	\$ 2,287
MIECO INC.	\$ 35,237	0.00580%	\$ 2,284
JBS GREEN BAY, INC.	\$ 31,969	0.00526%	\$ 2,072
ENLINK MIDSTREAM OPERATING, LP	\$ 30,984	0.00510%	\$ 2,008

POST-EMPLOYMENT/POST-RETIREMENT BENEFITS OTHER THAN PENSIONS REFUND PLANPRELIMINARY ESTIMATE - SUBJECT TO REVISION

Row Labels	Sum of Revenue	Sum of Revenue2	Sum of PBOP Refund
U.S. GAS & ELECTRIC, INC.	\$ 29,971	0.00493%	\$ 1,942
NEXTERA ENERGY POWER MARKETING, LLC	\$ 29,647	0.00488%	\$ 1,921
CONCORD ENERGY LLC	\$ 29,565	0.00486%	\$ 1,916
TARGA GAS MARKETING LLC	\$ 29,115	0.00479%	\$ 1,887
CITY OF MORNING SUN, IOWA	\$ 27,488	0.00452%	\$ 1,781
CARDINAL ETHANOL, LLC	\$ 27,447	0.00451%	\$ 1,779
CITY OF NEW BOSTON, ILLINOIS	\$ 27,051	0.00445%	\$ 1,753
PAL ENERGY, LLC	\$ 26,484	0.00436%	\$ 1,716
CITY OF GRANT CITY, MISSOURI	\$ 24,137	0.00397%	\$ 1,564
BELOIT BOX BOARD COMPANY, INC.	\$ 23,787	0.00391%	\$ 1,542
EDF ENERGY SERVICES, LLC	\$ 22,518	0.00370%	\$ 1,459
EMERA ENERGY SERVICES, INC.	\$ 18,641	0.00307%	\$ 1,208
ANADARKO ENERGY SERVICES COMPANY	\$ 17,028	0.00280%	\$ 1,104
CITY OF MOULTON, IOWA	\$ 15,720	0.00259%	\$ 1,019
CENTERPOINT ENERGY RESOURCES CORP. DBA C	\$ 15,190	0.00250%	\$ 984
TEXLA ENERGY MANAGEMENT, INC.	\$ 12,692	0.00209%	\$ 823
CITY OF WETMORE, KANSAS	\$ 12,487	0.00205%	\$ 809
MERRILL LYNCH COMMODITIES, INC.	\$ 11,749	0.00193%	\$ 761
TOWN OF CHRISNEY, INDIANA	\$ 11,006	0.00181%	\$ 713
NORTH AMERICAN POWER AND GAS, LLC	\$ 10,974	0.00180%	\$ 711
BNP PARIBAS ENERGY TRADING GP	\$ 9,509	0.00156%	\$ 616
WOODRIVER ENERGY LLC	\$ 9,307	0.00153%	\$ 603
OKLAHOMA NATURAL GAS COMPANY, A DIVISION	\$ 7,906	0.00130%	\$ 512
HARTREE PARTNERS, LP	\$ 7,257	0.00119%	\$ 470
TRAFIGURA TRADING LLC	\$ 6,775	0.00111%	\$ 439
MARTIN ENERGY TRADING LLC	\$ 6,678	0.00110%	\$ 433
CITY OF LINEVILLE, IOWA	\$ 6,654	0.00109%	\$ 431
OMNOVA SOLUTIONS INC.	\$ 6,609	0.00109%	\$ 428
COLONIAL ENERGY, INC.	\$ 6,419	0.00106%	\$ 416
BEAR CREEK ENERGY, INC.	\$ 6,124	0.00101%	\$ 397
CIMAREX ENERGY CO.	\$ 6,011	0.00099%	\$ 390
ALPHA GAS & ELECTRIC, LLC	\$ 6,004	0.00099%	\$ 389
XOOM ENERGY OF OHIO, LLC	\$ 6,003	0.00099%	\$ 389
VIRGINIA POWER ENERGY MARKETING, INC.	\$ 5,393	0.00089%	\$ 349
ASSOCIATED ELECTRIC COOPERATIVE INC.	\$ 4,190	0.00069%	\$ 272
NEXEN ENERGY MARKETING U.S.A. INC.	\$ 4,146	0.00068%	\$ 269
CITY OF HAVENSVILLE, KANSAS	\$ 3,599	0.00059%	\$ 233
NEXEN PETROLEUM SALES U.S.A. INC.	\$ 3,450	0.00057%	\$ 224
WORLD FUEL SERVICES, INC.	\$ 3,257	0.00054%	\$ 211
EVERYDAY ENERGY, LLC	\$ 2,643	0.00043%	\$ 171
CONEXUS ENERGY, LLC	\$ 1,641	0.00027%	\$ 106
ENI TRADING & SHIPPING INC.	\$ 1,581	0.00026%	\$ 102
WELLS FARGO COMMODITIES, LLC	\$ 1,086	0.00018%	\$ 70
GEORGE B. FRANKLIN & SON, INC.	\$ 865	0.00014%	\$ 56
COKINOS ENERGY CORPORATION	\$ 544	0.00009%	\$ 35
AMERICAN POWER & GAS LLC	\$ 524	0.00009%	\$ 34
PALMCO ENERGY OH LLC	\$ 395	0.00006%	\$ 26
PACIFIC SUMMIT ENERGY LLC	\$ 312	0.00005%	\$ 20
ROESLEIN ALTERNATIVE ENERGY SERVICES, LL	\$ 255	0.00004%	\$ 17
BG ENERGY MERCHANTS, LLC	\$ 190	0.00003%	\$ 12
THE EAST OHIO GAS COMPANY	\$ 84	0.00001%	\$ 5
UNIPER GLOBAL COMMODITIES NORTH AMERICA	\$ 61	0.00001%	\$ 4
PALMCO ENERGY PA, LLC	\$ 54	0.00001%	\$ 3
TITAN GAS, LLC	\$ 45	0.00001%	\$ 3
TIDAL ENERGY MARKETING (U.S.) L.L.C.	\$ 20	0.000003%	\$ 1

POST-EMPLOYMENT/POST-RETIREMENT BENEFITS OTHER THAN PENSIONS REFUND PLANPRELIMINARY ESTIMATE - SUBJECT TO REVISION

Row Labels	Sum of Revenue	Sum of Revenue2	Sum of PBOP Refund
Grand Total	\$ 608,029,422	100.00000%	\$ 39,405,463