

FERC GAS TARIFF
VOLUME NO. 1A
OF
VIKING GAS TRANSMISSION COMPANY
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should be Addressed to:

Ron Mucci
Vice President, Rates & Regulatory Affairs
ONEOK Partners GP, L.L.C., the Operator

Viking Gas Transmission Company
P. O. Box 871
Tulsa, Oklahoma 74102-0871
Telephone: (918) 588-7761
Facsimile: (918) 588-7750

Address for Courier Delivery:

Viking Gas Transmission Company
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

Web Address: www.vgt.oneokpartners.com

Issued: September 15, 2010
Effective: November 1, 2010

Viking Gas Transmission Company
Summary of Agreements

| Customer | Contract No. | Executed Agreement/ Amendment | Marked Agreement/ Amendment |
|--|---------------------|--------------------------------------|------------------------------------|
| Northern States Power Company, a Minnesota Corporation | AF0156 | 3.1 | 3.2 |
| Wisconsin Gas, L.L.C | AF0022 | 4.1 | 4.2 |
| Wisconsin Gas, L.L.C | AF0025 | 5.1 | 5.2 |
| Wisconsin Gas, L.L.C. | AF0063 | 6.1 | 6.2 |
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Viking Gas Transmission Company
FERC Gas Tariff
Volume No. 1A

Part 3.0
Northern States Power Company AF0156
v. 0.0.0

Northern Power Company, a Minnesota Corporation
Firm Transportation Agreement (FT-A)
AF0156

Issued: September 15, 2010
Effective: November 1, 2010

**VIKING GAS TRANSMISSION COMPANY
AMENDMENT NO. 3 TO FIRM TRANSPORTATION AGREEMENT**

This Amendment is entered into as of this 8 day of Sept, 2010 by and between Viking Gas Transmission Company, hereinafter referred to as "Company" and Northern States Power Company, a Minnesota Corporation, hereinafter referred to as "Shipper".

WHEREAS, Shipper and Company have entered into a Firm Transportation Agreement under Rate Schedule FT-A (AF0156) dated September 8, 2009, as amended April 1, 2010; and June 3, 2010 (hereafter referred to as "Agreement"); and

WHEREAS, Shipper desires to realign the Primary Delivery Points as stated on Exhibit A; and

WHEREAS, Shipper and Company desire to supersede the currently effective Exhibit A in Amendment No. 1 and the proposed Exhibit A for Amendment No. 2 dated June 3, 2010 which has not yet gone into effect; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

AGREEMENT

Effective November 1, 2010, the existing provisions of the Agreement shall be amended with the provisions set forth in the Firm Transportation Agreement Exhibit A dated November 1, 2010, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

VIKING GAS TRANSMISSION COMPANY

NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION

By: [Signature]
Name: J. Phillip May
Title: Vice President
Date: 9/27/10
Oneok Partners

By: [Signature]
Name: Curtis C. Dallinger
Title: Director, Gas Resource Planning
Date: Xcel Energy Services Inc
as agent for Northern
States Power Company, a
Minnesota Corporation
9/27/10



CA
MP
HW
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EXHIBIT A
TO FIRM TRANSPORTATION AGREEMENT
DATED
November 1, 2010
BETWEEN
NORTHERN STATES POWER COMPANY
AND
VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: 72,213 Dth/d 1/

| Primary Receipt Point(s) | DRN Number | Maximum Daily Quantity |
|--------------------------|------------|------------------------|
| ANR Marshfield | 28872 | 72,213 |

| Primary Delivery Point(s) | DRN Number | Maximum Daily Quantity |
|---------------------------|------------|------------------------|
| Dilworth | 11861 | 2,451 |
| Chisago Z1 | 11856 | 2,985 |
| Fargo | 15225 | 50,118 |
| Moorhead | 15224 | 4,609 |
| Green Lake | 288037 | 2,050 |
| Genola | 11971 | 10,000 |

SUPERSEDES EXHIBIT A DATED April 1, 2010.

1/ Transportation Quantity effective from November 1, 2010 through October 31, 2017.

080109

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT is entered into this 8 day of September, 2009, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Northern States Power Company, a Minnesota Corporation, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Shipper and Company, in connection with the planned construction of certain lateral line facilities (hereinafter, "Fargo Lateral facilities") have entered into a Precedent Agreement dated May 15, 2008, as amended ("Precedent Agreement"), which Precedent Agreement, among other things, requires the Parties to contract for firm transportation services by executing a Service Agreement under Company's Rate Schedule FT-A; and,

WHEREAS, in accordance with the Precedent Agreement, this Firm Transportation Agreement ("Agreement") is entered into by the Parties to establish the terms and conditions of service to be provided by Company on behalf of Shipper; and,

WHEREAS, the terms and conditions of this Agreement, upon approval by the Commission without material modification unacceptable to either Party, shall supersede and take precedence over any contrary terms and conditions of the Precedent Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 "In-service date" - shall mean, with respect to the Fargo Lateral facilities, the first day following the later of: (i) the date the Fargo Lateral facilities are complete and physically operational; or (ii) the date as of which both Shipper and Company have executed this Agreement.
- 1.3 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.4 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s), provided that on any Gas Day that the service hereunder is available only by displacement and sufficient displacement quantities are not available to deliver the full backhaul Transportation Quantity nominated by Shipper, Company will provide the service in an amount not less than Shipper's proportionate share of displacement quantities available on such Gas Day.

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE V - FACILITIES
(Continued)

The Fargo Lateral facilities, as described more fully in Company's prior notice request in FERC Docket No. CP09-69-000, are contemplated to be constructed, owned and operated by Company in connection with the service provided under this Agreement.

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 The Parties recognize and agree that the transportation charges to be paid by Shipper to Company pursuant to this Agreement, based on the volumes reflected on Exhibit A hereto, are intended to generate revenues to benefit and compensate Viking for the actual cost of the Fargo Lateral facilities, including any "gross-up" or other required adjustment for tax purposes ("Fargo Lateral Baseline Cost") consistent with the "New Facilities Policy" provided in Section 16.3(c) of Company's FERC Tariff, General Terms and Conditions. If, during the term of this Agreement, there is a change in the applicable rates or revenue recovery which would alter the level of revenues generated from those produced at the rates in effect as of the In-service date of the Fargo Lateral facilities, the Parties shall amend this Agreement to preserve the level of revenues generated at the rates in effect as of the In-service date; provided that in no event shall Shipper be required to pay an amount in excess of the amount derived from the volume commitments under this Agreement based on the rates in effect as of the In-service date nor shall the existing volume commitments set forth in Exhibit A hereto be reduced to achieve the same level of revenue recovery. In addition, to the extent that the actual commercially reasonable cost of the Fargo Lateral facilities varies from the Fargo Lateral Baseline Cost, Company shall, within one hundred twenty (120) days after the In-service date of the Fargo Lateral facilities, provide Shipper with the final actual cost of the Fargo Lateral facilities ("Final Cost") and the Parties shall mutually agree to modify the volume commitment to compensate Company or Shipper, as appropriate for any variance between the Fargo Lateral Baseline Cost and the Final Cost.
- 6.3 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
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- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE VI - RATES FOR SERVICE
(Continued)

- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE IX

RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date as of which both Parties have executed this Agreement, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Company, subject to scheduling requirements, and shall remain in full force and effect for a term of eight (8) years from the In-service date; provided however, that if the In-service date of the Fargo Lateral facilities has not occurred by December 31, 2010, Shipper shall have the option to cancel and terminate this Agreement at any time during the period commencing on January 1, 2011 and ending on the In-service date without incurring any costs, liabilities or penalties of any kind. In addition, this Agreement may be terminated as of the end of its initial term or as of the end of any extended period (Termination Date) upon six (6) months prior written notice to the other party of such termination to be effective on the Termination Date. In the event the primary term or any extended term of this Agreement is less than six (6) months, then a party must give written notice to the other at the commencement of the primary term or any extended term of this Agreement of its election to terminate on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service may continue hereunder if within the fifteen (15) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XIII - WARRANTIES
(Continued)

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit (s) A attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart C, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XV - MISCELLANEOUS
(Continued)

- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY:

W. Kent Shortridge
TITLE: **W. Kent Shortridge**
President

NORTHERN STATE ~~NATURAL GAS~~ COMPANY

BY:

Susan Arigoni
TITLE: **Susan Arigoni**
Title: Vice President Fuels
Xcel Energy Services Inc. as agent for Northern
States Power Company, a Minnesota Corporation



TKI
[Handwritten signature]
[Handwritten signature]

EXHIBIT A
 TO FIRM TRANSPORTATION AGREEMENT
 DATED September 8, 2009
 NORTHERN STATE POWER COMPANY
 AND
 VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: ¹ 89,263 Dth/d */

| Primary Receipt Point(s) | DRN Number | Maximum Daily Quantity*/ |
|--------------------------|------------|--------------------------|
| Chisago Z2 | 179031 | 89,263 |

| Primary Delivery Point(s) | DRN Number | Maximum Daily Quantity*/ |
|---------------------------|------------|--------------------------|
| Dilworth | 11861 | 551 |
| Moorhead | 15224 | 4,509 |
| Fargo | 15225 | 52,018 |
| Chisago Z1 | 11856 | 32,085 |

*/ The actual MDQs will be established pursuant to Section 6.2, hereof. Shipper agrees that, during the term of this Agreement, Shipper shall not change the primary Receipt Point(s) under this Agreement to ANR-Marshfield for amounts up to and including the actual MDQ, provided that Viking has not: (i) entered into any new firm backhaul service agreements with any other shipper with ANR-Marshfield as the primary Receipt Point; or (ii) modified its system to provide forward haul service from Marshfield to the primary Delivery Point(s) under this Agreement.

SUPERSEDES EXHIBIT A DATED _____

¹ Transportation Quantity effective from the In-service date through the eight (8) year term.

080109

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and ~~Northern States Power Company, a Minnesota Corporation,~~ hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

~~WHEREAS, Shipper and Company, in connection with the planned construction of certain lateral line facilities (hereinafter, "Fargo Lateral facilities") have entered into a Precedent Agreement dated May 15, 2008, as amended ("Precedent Agreement") which Precedent Agreement, among other things, requires the Parties to contract for firm transportation services by executing a Service Agreement under Company's Rate Schedule FT-A; and,~~

~~WHEREAS, in accordance with the Precedent Agreement, this Firm Transportation Agreement ("Agreement") is entered into by the Parties to establish the terms and conditions of service to be provided by Company on behalf of Shipper; and,~~

~~WHEREAS, the terms and conditions of this Agreement, upon approval by the Commission without material modification unacceptable to either Party, shall supersede and take precedence over any contrary terms and conditions of the Precedent Agreement.~~

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 ~~"In-service date" - shall mean, with respect to the Fargo Lateral facilities, the first day following the later of: (i) the date the Fargo Lateral facilities are complete and physically operational; or (ii) the date as of which both Shipper and Company have executed this Agreement.~~
- 1.1 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 ~~1.4 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.~~

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s), provided that on any Gas Day that the service hereunder is available only by displacement and sufficient displacement quantities are not available to deliver the full backhaul Transportation Quantity nominated by Shipper, Company will provide the service in an amount not less than Shipper's proportionate share of displacement quantities available on such Gas Day.

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

~~The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.~~

or

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE V - FACILITIES
(Continued)

~~4.4 The Fargo Lateral facilities, as described more fully in Company's prior notice request in FERC Docket No. CP09-69-000, are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities, owned and operated by Company in connection with the service provided under this Agreement.~~

ARTICLE VI - RATES FOR SERVICE

6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.

~~6.2 The Parties recognize and agree that the transportation charges to be paid by Shipper to Company pursuant to this Agreement, based on the volumes reflected on Exhibit A hereto, are intended to generate revenues to benefit and compensate Viking for the actual cost of the Fargo Lateral facilities, including any "gross-up" or other required adjustment for tax purposes ("Fargo Lateral Baseline Cost") consistent with the "New Facilities Policy" provided in Section 16.3(c) of Company's FERC Tariff, General Terms and Conditions. If, during the term of this Agreement, there is a change in the applicable rates or revenue recovery which would alter the level of revenues generated from those produced at the rates in effect as of the In-service date of the Fargo Lateral facilities, the Parties shall amend this Agreement to preserve the level of revenues generated at the rates in effect as of the In-service date; provided that in no event shall Shipper be required to pay an amount in excess of the amount derived from the volume commitments under this Agreement based on the rates in effect as of the In-service date nor shall the existing volume commitments set forth in Exhibit A hereto be reduced to achieve the same level of revenue recovery. In addition, to the extent that the actual commercially reasonable cost of the Fargo Lateral facilities varies from the Fargo Lateral Baseline Cost, Company shall, within one hundred twenty (120) days after the In-service date of the Fargo Lateral facilities, provide Shipper with the final actual cost of the Fargo Lateral facilities ("Final Cost") and the Parties shall mutually agree to modify the volume commitment to compensate Company or Shipper, as appropriate for any variance between the Fargo Lateral Baseline Cost and the Final Cost.~~

6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.

~~6.3 New Facilities Charge~~

6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE VI - RATES FOR SERVICE
(Continued)

- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE IX

RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date of ~~its execution~~ of which both Parties have executed this Agreement, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Company, subject to scheduling requirements, and shall remain in full force and effect ~~until~~ for a term of eight (8) years from the In-service date, provided however, that if the In-service date of the Fargo Lateral facilities has not occurred by December 31, 2010, Shipper shall have the option to cancel and terminate this Agreement at any time during the period commencing on January 1, 2011 and ending on the In-service date, without incurring any costs, liabilities or penalties of any kind. In addition, this Agreement may be terminated as of the end of said initial term or as of the end of any extended period (Termination Date) upon six (6) months' prior written notice to the other party of such termination to be effective on the Termination Date. In the event the primary term or any extended term of this Agreement is less than six (6) months, then a party must give written notice to the other at the commencement of the primary term or any extended term of this Agreement of its election to terminate on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service may continue hereunder if within the fifteen (15) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-AARTICLE XIII - WARRANTIES
(Continued)

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XV - MISCELLANEOUS
(Continued)

- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: _____
TITLE:

NORTHERN STATE POWER COMPANY

BY: _____
TITLE:

EXHIBIT A
TO FIRM TRANSPORTATION AGREEMENT
DATED

~~INTWHEE~~
NORTHERN STATE POWER COMPANY
AND
VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: ¹ 89,263 Dth/d ²/₁

| Primary Receipt Point(s) | DRN Number | Maximum Daily Quantity*/ |
|--------------------------|---------------|--------------------------|
| <u>Chicago 22</u> | <u>179031</u> | <u>89,263</u> |

| Primary Delivery Point(s) | DRN Number | Maximum Daily Quantity*/ |
|---------------------------|--------------|--------------------------|
| <u>Dilworth</u> | <u>11861</u> | <u>551</u> |
| <u>Moorhead</u> | <u>15224</u> | <u>4,609</u> |
| <u>Fargo</u> | <u>15225</u> | <u>52,018</u> |
| <u>Chicago 21</u> | <u>11856</u> | <u>32,085</u> |

*/ The actual MDOs will be established pursuant to Section 6.2. hereof. Shipper agrees that, during the term of this Agreement, Shipper shall not change the primary Receipt Point(s) under this Agreement to ANR-Marshfield for amounts up to and including the actual MDO, provided that Viking has not: (i) entered into any new firm backhaul service agreements with any other shipper with ANR-Marshfield as the primary Receipt Point, or (ii) modified its system to provide forward haul service from Marshfield to the primary Delivery Point(s) under this Agreement.

SUPERSEDES EXHIBIT A DATED _____

Transportation Quantity effective from _____ through _____ the In-
service date through the eight (8) year term.

080109

Viking Gas Transmission Company
FERC Gas Tariff
Volume No. 1A

Part 4.0
Wisconsin Gas, L.L.C. AF0022
v. 0.0.0

Wisconsin Gas, L.L.C.
Firm Transportation Agreement (FT-A)
AF0022

Issued: September 15, 2010
Effective: November 1, 2010

**VIKING GAS TRANSMISSION COMPANY
AMENDMENT NO. 3 TO FIRM TRANSPORTATION AGREEMENT**

This Amendment is entered into as of this 21st day of July, 2010 by and between Viking Gas Transmission Company, hereinafter referred to as "Company" and Wisconsin Gas LLC, hereinafter referred to as "Shipper".

WHEREAS, Shipper and Company have entered into a Firm Transportation Agreement under Rate Schedule FT-A (AF0022) dated November 1, 1993, as amended November 1, 2004, and November 1, 2007 (hereafter referred to as "Agreement"); and

WHEREAS, Shipper desires that the term of this Agreement be extended through October 31, 2011; and

WHEREAS, Shipper and Company desire to replace the provisions of the Agreement; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

AGREEMENT

Effective November 1, 2010, the existing provisions of the Agreement shall be replaced in their entirety with the provisions set forth in the Firm Transportation Agreement under Rate Schedule FT-A or FT-GS dated November 1, 2010, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

VIKING GAS TRANSMISSION COMPANY

WISCONSIN GAS LLC

By: _____

By: _____

Name: _____

Name: _____

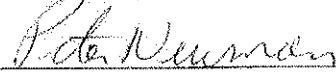
Title: _____

Title: _____

Date: _____

Date: _____


J. Phillip May
Vice President
Oneok Partners


Peter Newman
Manager - Gas Supply

MP
CA
8/2
HL

7-21-2010

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT is entered into this 1 day of November, 2010, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Wisconsin Gas LLC, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE V - FACILITIES
(Continued)

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge - _____

- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE VI - RATES FOR SERVICE
(Continued)

- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
-
- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE IX

RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Company, subject to scheduling requirements, and shall remain in full force and effect until October 31, 2011. This Agreement may be terminated as of the end of said initial term or as of the end of any extended period (Termination Date) upon six (6) months' prior written notice to the other party of such termination to be effective on the Termination Date. In the event the primary term or any extended term of this Agreement is less than six (6) months, then a party must give written notice to the other at the commencement of the primary term or any extended term of this Agreement of its election to terminate on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service may continue hereunder if within the fifteen (15) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction ~~over the service provided for herein authorizes abandonment of such service on a date~~ other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XIII - WARRANTIES
(Continued)

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A and A-1 attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XV - MISCELLANEOUS
(Continued)

- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A and A-1 attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY:

TITLE:



mp
CA
JPM

J. Phillip May
Vice President
Oneok Partners

WISCONSIN GAS LLC

BY:

TITLE:

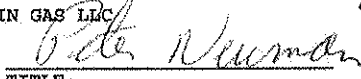

Peter Newman
Manager - Gas Supply

EXHIBIT A
TO FIRM TRANSPORTATION AGREEMENT
DATED
November 1, 2010
BETWEEN
WISCONSIN GAS LLC
AND
VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: 6,445 Dth/d 1/

| Primary Receipt Point(s) | DRN Number | Maximum Daily Quantity |
|--------------------------|------------|------------------------|
| Emerson | 33973 | 6,445 Dth/day |

| Primary Delivery Point(s) | DRN Number | Maximum Daily Quantity | Minimum Pressure |
|---------------------------|------------|------------------------|------------------|
| Dresser | 28789 | 570 Dth | 500 psig |
| Boyceville | 28689 | 1,040 Dth | 500 psig |
| South Colfax | 28692 | 495 Dth | 500 psig |
| Cadott | 28694 | 1,740 Dth | 500 psig |
| Greenwood | 28667 | 2,306 Dth | 500 psig |
| Chili | 288047 | 300 Dth | 500 psig |

SUPERSEDES EXHIBIT A DATED November 1, 2007

1/ Transportation Quantity effective from November 1, 2010 through March 31, 2011.

080109

**VIKING GAS TRANSMISSION COMPANY
AMENDMENT NO. 3 TO FIRM TRANSPORTATION AGREEMENT**

This Amendment is entered into as of this 21st day of July, 2010 by and between Viking Gas Transmission Company, hereinafter referred to as "Company" and Wisconsin Gas LLC, hereinafter referred to as "Shipper".

WHEREAS, Shipper and Company have entered into a Firm Transportation Agreement under Rate Schedule FT-A (AF0022) dated November 1, 1993, as amended November 1, 2004, and November 1, 2007 (hereafter referred to as "Agreement"); and

WHEREAS, Shipper desires that the term of this Agreement be extended through October 31, 2011; and

WHEREAS, Shipper and Company desire to replace the provisions of the Agreement; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

AGREEMENT

Effective November 1, 2010, the existing provisions of the Agreement shall be replaced in their entirety with the provisions set forth in the Firm Transportation Agreement under Rate Schedule FT-A or FT-GS dated November 1, 2010, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

VIKING GAS TRANSMISSION COMPANY

WISCONSIN GAS LLC

By: _____

By: _____

Name: _____

Name: _____

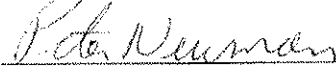
Title: _____

Title: _____

Date: _____

Date: _____


J. Phillip May
Vice President
Oneok Partners


Peter Newman
Manager - Gas Supply

7-21-2010

MP
CA
JPM
th

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT is entered into this 1 day of November, 2010, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Wisconsin Gas LLC, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE V - FACILITIES
(Continued)

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.
- 6.3 New Facilities Charge - _____

- 6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE VI - RATES FOR SERVICE
(Continued)

- 6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.
-
- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE IX

RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Company, subject to scheduling requirements, and shall remain in full force and effect until October 31, 2011. This Agreement may be terminated as of the end of said initial term or as of the end of any extended period (Termination Date) upon six (6) months' prior written notice to the other party of such termination to be effective on the Termination Date. In the event the primary term or any extended term of this Agreement is less than six (6) months, then a party must give written notice to the other at the commencement of the primary term or any extended term of this Agreement of its election to terminate on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service may continue hereunder if within the fifteen (15) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XIII - WARRANTIES
(Continued)

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) A and A-1 attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE XV - MISCELLANEOUS
(Continued)

- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) A and A-1 attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY:

TITLE:

WISCONSIN GAS LLC

BY:

TITLE:

Peter Newman
Manager - Gas Supply

J. Phillip May
Vice President
Oneok Partners

EXHIBIT A
 TO FIRM TRANSPORTATION AGREEMENT
 DATED
 November 1, 2010
 BETWEEN
 WISCONSIN GAS LLC
 AND
 VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: 6,445 Dth/d 1/

| Primary Receipt Point(s) | DRN Number | Maximum Daily Quantity |
|--------------------------|------------|------------------------|
| Emerson | 33973 | 6,445 Dth/day |

| Primary Delivery Point(s) | DRN Number | Maximum Daily Quantity | Minimum Pressure |
|---------------------------|------------|------------------------|------------------|
| Dresser | 28789 | 570 Dth | 500 psig |
| Boyceville | 28689 | 1,040 Dth | 500 psig |
| South Colfax | 28692 | 495 Dth | 500 psig |
| Cadott | 28694 | 1,740 Dth | 500 psig |
| Greenwood | 28667 | 2,306 Dth | 500 psig |
| Chili | 288047 | 300 Dth | 500 psig |

SUPERSEDES EXHIBIT A DATED November 1, 2007

1/ Transportation Quantity effective from November 1, 2010 through March 31, 2011.

080109

EXHIBIT A - 1
 TO FIRM TRANSPORTATION AGREEMENT
 DATED
 November 1, 2010
 BETWEEN
 WISCONSIN GAS LLC
 AND
 VIKING GAS TRANSMISSION COMPANY

Transportation Quantity: 4,300 Dth/d 1/

| Primary Receipt Point(s) | DRN Number | Maximum Daily Quantity |
|--------------------------|------------|------------------------|
| Emerson | 33973 | 4,300 Dth/day |

| Primary Delivery Point(s) | DRN Number | Maximum Daily Quantity | <u>Minimum Pressure</u> |
|---------------------------|------------|------------------------|-------------------------|
| Dresser | 28789 | 369 Dth | <u>500 psig</u> |
| Boyceville | 28689 | 720 Dth | <u>500 psig</u> |
| South Colfax | 28692 | 328 Dth | <u>500 psig</u> |
| Cadott | 28694 | 1,057 Dth | <u>500 psig</u> |
| Greenwood | 28667 | 1,640 Dth | <u>500 psig</u> |
| Chili | 288047 | 186 Dth | <u>500 psig</u> |

SUPERSEDES EXHIBIT A DATED November 1, 2007

1/ Transportation Quantity effective from April 1, 2011 through October 31, 2011.

080109

Viking Gas Transmission Company
FERC Gas Tariff
Volume No. 1A

Part 5.0
Wisconsin Gas, L.L.C. AF0025
v. 0.0.0

Wisconsin Gas, L.L.C.
Firm Transportation Agreement (FT-A)
AF0025

Issued: September 15, 2010
Effective: November 1, 2010

**VIKING GAS TRANSMISSION COMPANY
AMENDMENT NO. 4 TO FIRM TRANSPORTATION AGREEMENT**

This Amendment is entered into as of this 21st day of July, 2010 by and between Viking Gas Transmission Company, hereinafter referred to as "Company" and Wisconsin Gas LLC, hereinafter referred to as "Shipper".

WHEREAS, Shipper and Company have entered into a Firm Transportation Agreement under Rate Schedule FT-A (AF0025) dated November 1, 2000, as amended November 1, 2004, November 1, 2007, December 1, 2009 (hereafter referred to as "Agreement"); and

WHEREAS, Shipper desires that the term of this Agreement be extended through October 31, 2011; and

WHEREAS, Shipper and Company desire to replace the provisions of the Agreement; and

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

AGREEMENT

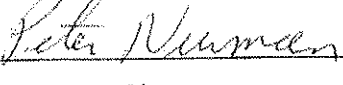
Effective November 1, 2010, the existing provisions of the Agreement shall be replaced in their entirety with the provisions set forth in the Firm Transportation Agreement under Rate Schedule FT-A or FT-GS dated November 1, 2010, attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth above.

VIKING GAS TRANSMISSION COMPANY

WISCONSIN GAS LLC

By: 

By: 

Name: J. Phillip May

Name: Peter Newman

Title: Vice President

Title: Manager - Gas Supply

Date: 7/21/10

Date: 7-21-2010

WP
CA
EM
HL

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT is entered into this 1 day of November, 2010, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and Wisconsin Gas LLC, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below,
~~Company and Shipper agree as follows:~~

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder ~~at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s),~~ provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

OR