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Public Service Commission of Wisconsin
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June 24, 2014

Via ERF

Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

Re: Docket 6690-AU-116

Dear Ms. Paske:

Wisconsin Public Service Corporation ("WPSC") hereby submits the attached revised Third Amended and Restated Operating Agreement of WPS Investments, LLC as a replacement to the "Proposed Agreement" for which WPSC seeks approval in this docket.

The sole revision is to Section 2.2 of the Proposed Agreement. The revision clarifies that only Integrys Energy Group, Inc., as the Manager of WPSI, may make additional capital contributions to WPSI, and then only for purposes authorized by this Commission. The revision removes any ambiguity regarding the Proposed Agreement's compliance with existing Commission authorizations.

The attachment to this letter includes clean and redlined versions of the revised Proposed Agreement.

Please contact me if you have any questions.

Very truly yours,


Bradley D. Jackson

Attachment

WPS INVESTMENTS, LLC
(a Wisconsin limited liability company)

THIRD AMENDED & RESTATED
OPERATING AGREEMENT

_____, 2014

TABLE OF CONTENTS

	Page
Article I FORMATION.....	3
1.1 Definitions	3
1.2 Formation; Name	3
1.3 Purposes	3
1.4 Registered and Principal Offices	4
1.5 Term.....	4
1.6 Statutory Manager.....	4
1.7 Tax Classification	4
1.8 Admission of Additional Members.....	4
Article II CAPITAL CONTRIBUTIONS	4
2.1 Initial Capital Contributions	4
2.2 Additional Capital Contributions.....	4
2.3 Percentage Interests.....	5
Article III CAPITAL ACCOUNTS	5
3.1 Capital Accounts.....	5
3.2 Adjustments	5
3.3 Transfers.....	5
3.4 Interpretation.....	5
3.5 No Interest.	6
3.6 Month-End Convention.....	6
Article IV DISTRIBUTIONS.....	6
4.1 Regular Distributions.....	6
4.2 Special Financing Distribution.. ..	6
4.3 Liquidating Distributions.....	6
Article V ALLOCATION OF PROFITS & LOSSES	6
5.1 Allocation of Profits and Losses.....	6
5.2 Regulatory Allocations.....	6
5.3 Other Allocation Rules.....	7
5.4 Tax Allocations.....	7
5.5 Definition of Profits and Losses.. ..	8
Article VI BOARD OF DIRECTORS	8
6.1 Management.. ..	8
6.2 Authority and Powers.....	8
6.3 Tenure and Qualifications.	9
6.4 Meetings.....	9
6.5 Notice; Waiver.....	9
6.6 Quorum.....	9
6.7 Manner of Acting.....	9
6.8 Conduct of Meetings.....	9

6.9	Vacancies.....	10
6.10	Compensation..	10
6.11	Unanimous Consent without Meeting.....	10
6.12	Restrictions on Authority on Manager, Board of Directors and Officers.....	10
Article VII OFFICERS.....		10
7.1	Officers.....	10
7.2	Number.....	11
7.3	Term of Office.....	11
7.4	Removal.....	11
Article VIII AMENDMENTS		11
8.1	By Members..	11
8.2	Implied Amendments.....	11
Article IX INDEMNIFICATION OF OFFICERS AND DIRECTORS.....		11
9.1	Mandatory Indemnification.....	11
Article X DISSOLUTION AND WINDING UP		12
10.1	Dissolution.....	12
10.2	Winding Up and Liquidation.....	12
Article XI TRANSFER		12
11.1	Assignment and Transfer.....	12
11.2	No Dissolution.....	12
Article XII BOOKS, REPORTS, ACCOUNTING, AND TAX ELECTIONS		13
12.1	Books and Records.....	13
12.2	Fiscal Year.....	13
12.3	Tax Elections.....	13
12.4	Tax Matters.....	13
Article XIII MISCELLANEOUS		13
13.1	Binding Effect.....	13
13.2	Rules of Construction.....	13
13.3	Choice of Law and Severability.....	13
13.4	Entire Agreement.....	13
13.5	Title to Property; No Partition.....	13
13.6	Third-party Beneficiaries.....	14
13.7	Counterparts.....	14
Article XIV GLOSSARY		14

**WPS INVESTMENTS, LLC
THIRD AMENDED & RESTATED
OPERATING AGREEMENT**

THIS THIRD AMENDED & RESTATED OPERATING AGREEMENT of WPS INVESTMENTS, LLC (the “Company”) is made as of _____, 2014 (the “Effective Date”), by and between Wisconsin Public Service Corporation (“WPSC”), Integrys Energy Group, Inc. (“Integrys”) (collectively the “Members” and individually, a “Member”) and the Company.

RECITALS

WPSC caused the formation of the Company pursuant to the Act. Integrys, then named WPS Resources Corporation, and Upper Peninsula Power Company (“UPPCO”) became Members of the Company under the Second Amended & Restated Operating Agreement of the Company dated June 14, 2005.

Under a Stock Purchase Agreement dated January 17, 2014, Integrys agreed to sell all of the common stock of UPPCO to Balfour Beatty Infrastructure Partners, L.P. (“BBIP”). Immediately prior to the closing of the transaction contemplated by the Stock Purchase Agreement, UPPCO transferred its ownership interests in the Company and ceased to be a member of the Company.

The Members wish to enter into this Agreement for the purpose of providing the rights, obligations and restrictions contained in this Agreement and otherwise to govern the operations and management of the Company.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Members agree as follows:

**ARTICLE I
FORMATION**

1.1 Definitions. Capitalized terms undefined in this Agreement shall have the meanings set forth in the Glossary contained in Article XIV.

1.2 Formation; Name. WPSC formed the Company as a limited liability company pursuant to the Act by causing, on November 21, 2000, Articles of Organization to be delivered to the Wisconsin Department of Financial Institutions. The Company’s name shall be WPS Investments, LLC and all business of the Company shall be conducted under that name.

1.3 Purposes. The Company shall have the authority to engage in any activity and to exercise any powers permitted to limited liability companies under the laws of the State of Wisconsin, except that the Company shall restrict its investment activities to making investments in ATCO.

1.4 Registered and Principal Offices. The registered and principal office of the Company shall be located at 700 North Adams Street, Green Bay, Wisconsin 54307-9001. The registered agent of the Company shall be _____, whose address is c/o Wisconsin Public Service Corporation, 700 North Adams Street, P.O. Box 19001, Green Bay, Wisconsin 54307-9001. The Manager may establish additional offices or may relocate the principal or registered offices and may appoint a new registered agent if: (i) the then current registered agent resigns or (ii) the Manager determines to make a change in the registered agent.

1.5 Term. The Company's term officially began on November 21, 2000, formalized by the filing of the Articles with the Wisconsin Department of Financial Institutions, and shall continue until terminated by operation of law or by some provision of this Agreement.

1.6 Statutory Manager. Integrys shall be the Manager of the Company under the Act.

1.7 Tax Classification. For federal income tax purposes, and where permitted, for state income tax purposes, the Company shall be treated as a tax partnership unless the Manager elects different treatment under Treasury Regulation Section 301.7701-3 and/or applicable state tax law.

1.8 Admission of Additional Members. Additional members may be admitted to the Company with the written consent of the Manager.

ARTICLE II CAPITAL CONTRIBUTIONS

2.1 Capital Contributions

(a). WPSC. WPSC's Capital Contributions as of the Effective Date consist of the units of ATCO originally issued to WPSC.

(b). Integrys. Integrys' Capital Contributions as of the Effective Date consist of the units of ATCO originally issued to UPPCO and contributions of cash to the Company as required to meet capital calls on the Company made by ATCO.

(c). Capital Calls. Integrys shall contribute additional cash to the Company as required to meet the capital calls on the Company made by ATCO.

(d). Adjustments. As of the Effective Date, WPSC has a ___% ownership interest in the Company, and Integrys has a ___% ownership interest in the Company. The respective percentage interests of the Members shall be adjusted appropriately for any contribution of cash described in Section 2.1(c).

2.2 Additional Capital Contributions. Additional Capital Contributions to the Company may be made by the Manager at its discretion for purposes authorized by the Public Service Commission of Wisconsin.

2.3 Percentage Interests. The Membership Interest of a Member in the Company shall represent the percentage ownership that is determined by dividing a member's Capital Account balance by the Capital Account balances of all Members.

2.4 Company Debt. The Company shall restrict its borrowing activities to meet short-term working capital requirements. At no time shall the Company's borrowings exceed Two Hundred Fifty Thousand Dollars (\$250,000).

ARTICLE III

CAPITAL ACCOUNTS

3.1 Capital Accounts. There shall be established and maintained with respect to each Member a Capital Account in accordance with the following:

(a) Credits. Each member's Capital Account shall be increased by (i) the Members Capital Contributions; (ii) the Members' allocable share of Profits pursuant to Article V, below and (iii) the amount of any debt of the Company that is assumed by the Member or that is secured by any property distributed to the Member.

(b) Debits. Each Member's Capital Account shall be decreased by (i) the amount of cash and the fair market value, as determined by the Manager, of any Company asset distributed to the Member; (ii) the member's allocable share of Losses pursuant to Article V below; and (iii) the amount of any debt of the Member that is assumed by the Company or secured by any property contributed by the Member to the Company.

WPSC recognizes its obligations under Wisconsin Statute 196.795 (5) (c) and (d).

Notwithstanding this Section 3.1, WPSC will not lend money to any holding company which is not a public utility or to any nonutility affiliate with which it is in a holding company system. In addition, WPSC will not guarantee the obligations of any nonutility affiliate with which it is in a holding company system.

3.2 Adjustments. In the sole discretion of the Manager, the value of the Company's property and the Capital Accounts of the Members may be restated from time to time in accordance with Regulation Sections 1.704-1(b)(2)(iv)(f) and (g), provided, however, that such adjustments shall be made at any time as a similar revaluation and restatement is made in ATCO.

3.3 Transfers. In the event any Member assigns all or any part of the Member's Membership Interest in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent the Capital Account relates to the transferred Membership Interest.

3.4 Interpretation. The provisions of this Article III and the other provisions of this Agreement relating to maintenance of Capital Accounts are intended to comply with

Regulation Section 1.704-1(b), the terms and requirements of which are incorporated hereby and shall be interpreted and applied in a manner consistent with those terms and conditions.

3.5 No Interest. No interest shall be paid on Capital Contributions or on the balance in each Member's Capital Account.

3.6 Month-End Convention. For purposes of this Agreement, all Capital Contributions, other than the initial Capital Contributions, shall be deemed to be received at the end of the month in which they are actually received by the Company.

ARTICLE IV

DISTRIBUTIONS

4.1 Regular Distributions. Except as set forth in Sections 4.2 and 4.3 below, cash available for distribution as determined by the Manager shall be distributed to the Members in proportion to their Membership Interests during the Fiscal Period to which the distribution relates.

4.2 Special Financing Distribution. Cash received from ATCO pursuant to Section 3.10 of the ATCO operating agreement shall be distributed to WPSC and Integrys in proportion to only their respective Membership Interests in the Company.

4.3 Liquidating Distributions. In the event of liquidation of the company pursuant to Article X below, any remaining assets of the Company shall be distributed in accordance with Section 10.2 below.

ARTICLE V

ALLOCATION OF PROFITS & LOSSES

5.1 Allocation of Profits and Losses. Except as provided in Sections 5.2, 5.3, and 5.4, below, Profits and Losses shall be allocated among the Members in proportion to their Membership Interests for the Fiscal Period.

5.2 Regulatory Allocations. This Agreement shall be deemed to contain provisions relating to "minimum gain chargeback," "nonrecourse deductions," "qualified income offset," "gross income allocations," and any other provision required to be contained in this Agreement pursuant to the Treasury Regulations promulgated under section 704(b) of the Code (the "Regulatory Allocations"), other than any requirement that a Member be required to contribute to the Company an amount equal to any deficit in the Member's capital account.

No allocation of Loss shall be made to a Member if the allocation would result in a negative balance in the Member's Capital Account in excess of (a) the amount the Member has loaned to the Company or (b) the amount of the Company's debt that the Member has guaranteed. In the event there is a negative balance in the Member's Capital Account in excess of the amount(s) set forth above, the Member shall be allocated income and gain in the amount of that excess as quickly as possible. Any Loss that cannot be allocated to a Member pursuant to

the restrictions contained in this paragraph shall be allocated to other Members. The Regulatory Allocations are intended to comply with the Treasury Regulations promulgated under section 704(b) of the Code. The other provisions of this Article V notwithstanding, the Regulatory Allocations shall be taken into account in allocating other Profits, Losses, and items of income, gain, and deduction among the Members so that, to the extent possible, the net amount of the allocations of other Profits, Losses, and other items and the Regulatory Allocations to each Member shall equal the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred.

5.3 Other Allocation Rules.

(a) Transfer of Membership Interests. If a Member transfers all or any portion of the Member's Membership Interest pursuant to this Agreement during any Fiscal Period, the Profits (or Losses) allocated to the Members for each such Fiscal Period shall be allocated among the Members in proportion to their respective Membership Interests from time to time during the Fiscal Period, in accordance with section 706 of the Code, using any convention permitted by law and selected by the Manager.

(b) Determination of Allocable Amounts. The Profits, Losses, or any other items allocable to any Fiscal Period shall be determined on a daily, monthly, or other basis, as determined by the Manager, using any permissible method under Section 706 of the Code and the Treasury Regulations under that section.

5.4 Tax Allocations

(a) Capital Contributions. In accordance with section 704(c) of the Code and the Treasury Regulations under that section, income, gain, loss, and deduction with respect to any contribution to the Company's capital shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the property's adjusted basis to the Company for federal income tax purposes and its initial asset value.

(b) Adjustment of Asset Value. If the asset value of any Company asset is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the asset's adjusted basis for federal income tax purposes and its asset value as so adjusted in the same manner as under section 704(c) of the Code and the Treasury Regulations under that section.

(c) Elections. Any elections or other decisions relating to the allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intent of this Agreement.

(d) Imputed Interest. To the extent the Company has interest income or deductions with respect to any obligation of or to a Member pursuant to section 483, sections 1271-1288, or section 7872 of the Code, the interest income or deductions shall be specially allocated to the Member to whom the obligation relates.

5.5 Definition of Profits and Losses. "Profit" and "Loss" and any items of income, gain, expense or loss referred to in this Agreement shall mean the Company's income or

loss for the Fiscal Period, determined in accordance with section 703(a) of the Code and consistent with the principles of (i) maintaining Capital Accounts in accordance with Treas. Reg. Section 1.704-1(b)(2)(iv), and (ii) section 704(c) of the Code, except that Profit and Loss shall not include items of income, gain and expense that are specially allocated pursuant to Section 5.2 above.

ARTICLE VI BOARD OF DIRECTORS

6.1 Management. In the discretion of the Manager, the management of the Company may be vested in a Board of Directors. In such event, (i) the number of Directors of the Company shall be three (3), who shall be appointed by the Manager; and (ii) the following provisions shall apply.

6.2 Authority and Powers. All powers of the Company shall be exercised by or under the authority of the Board of Directors. Decisions of the Board of Directors within its scope of authority shall be binding upon the Company. Such powers shall specifically include but shall not be limited to the power to:

(a) Authorize any Officer or Officers, agent or agents to sign all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Company, which shall be signed by such Officer or Officers, agent or agents of the Company and in such manner, including by means of facsimile signatures, as shall from time to time be determined by or under the authority of a resolution of the Board of Directors;

(b) Select directly or under the authority of a resolution such banks, trust companies or other depositories to which all funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company;

(c) Borrow and lend money at such rates of interest and from or to such parties as is approved, such approval may be general or confined to specific instances;

(d) Take such actions as are consistent with the Company's business and purpose under Section 1.3 of this Agreement;

(e) Insure the Company's activities and property;

(f) Pay out of the Company's funds all fees and expenses incurred in the organization and operation of the Company;

(g) Authorize the execution of all documents, instruments and agreements reasonably deemed by the Board of Directors to be necessary, appropriate or needed for the performance of its duties and the exercise of its powers under this Agreement;

(h) Appoint a registered agent or change the registered office pursuant to Section 1.4 above; and

(i) Retain attorneys, accountants and other professionals in the course of the performance of the Directors' duties and exercise of their powers.

6.3 Tenure and Qualifications. Each Director shall hold office until his or her successor shall have been duly appointed or until his or her prior death, resignation or removal. A Director may be removed from office by the Manager for any reason or no reason. A Director may resign at any time by filing his or her written resignation with the Secretary of the Company.

6.4 Meetings. Meetings of the Board of Directors may be called by or at the request of the Chairman of the Board (if the Board of Directors determines to elect one), the President, Secretary or any two Directors. The Chairman of the Board, President or Secretary calling any meeting of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them, and if no other place is fixed the place of the meeting shall be the principal business office of the Company.

6.5 Notice; Waiver. Notice of each meeting of the Board of Directors shall be given to each Director (i) by written notice delivered personally or mailed to such Director at his or her business address or at such other address as such Director shall have designated, or (ii) by word of mouth or telephone, in each case not less than 120 hours if by mail and not less than 48 hours if by word of mouth, telephone or facsimile, prior thereto. If mailed, such notice shall be deemed to be delivered when deposited in the mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any Director of the Company under this Agreement, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.6 Quorum. Except as otherwise provided by the Agreement, a majority of the Directors shall constitute a quorum ("Quorum") for the transaction of business at any meeting of the Board of Directors, but a majority of the Directors present (though less than such Quorum) may adjourn the meeting from time to time without further notice.

6.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a Quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Agreement.

6.8 Conduct of Meetings. The Chairman of the Board, or in the event the Board of Directors determines not to elect a Chairman of the Board, or in his or her absence, the President, and in his or her absence, a Vice-President, and in their absence, any Director chosen by the Directors present, shall call meetings of the Board of Directors to order and shall act as chairperson of the meeting. The Secretary of the Company shall act as secretary of all meetings

of the Board of Directors but in the absence of the Secretary, the presiding Officer may appoint any Assistant Secretary or any Director or other person present to act as secretary of the meeting.

6.9 Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of Directors, shall be filled by appointment by the Manager at its convenience.

6.10 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, may establish reasonable compensation of all Directors for services to the Company as Directors, Officers or otherwise, or may delegate such authority to an appropriate committee. The Board of Directors also shall have authority to provide for or delegate authority to an appropriate committee to provide for reasonable pensions, disability or death benefits, and other benefits or payments, to Directors, Officers and employees and to their estates, families, dependents or beneficiaries on account of prior services rendered by such Directors, Officers and employees to the Company.

6.11 Unanimous Consent without Meeting. Any action required or permitted by the Agreement to be taken by the Board of Directors or any committee thereof at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors or members of such committee entitled to vote with respect to such action, which consents may be executed in counterparts.

6.12 Restrictions on Authority of Manager, Board of Directors and Officers. None of the Manager, the Board of Directors, the Chairman of the Board or the Officers shall have the authority to:

- (a) Do any act in contravention of applicable law or this Agreement or that would make it impossible to carry on the Company's activities;
- (b) Possess Company property, or assign rights in specific Company property, for other than a purpose of the Company;
- (c) Perform any act that would subject a Member to liability in any jurisdiction except as expressly provided in this Agreement;
- (d) Change, convert or reorganize the Company into any other legal form without the prior written consent of all of the Sole Members; or
- (e) Except as permitted expressly by this Agreement, take any action that will cause the dissolution of the Company.

ARTICLE VII OFFICERS

7.1 Officers. In the discretion of the Manager, Officers may be appointed, and upon institution of a Board of Directors, the Board shall appoint Officers. In either such event, the following provisions shall apply.

7.2 Number. The Officers of the Company shall be a President, a Vice President, a Secretary, a Treasurer and such assistant secretaries and assistant treasurers and other officers as may be appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice-President. Unless the Manager or Board of Directors decides otherwise, the authority and duties of the Officers shall be those that are normally associated with the holder of that office under the Business Corporations Act of the State of Wisconsin herein and any further duties designated by the Board of Directors. The duties herein specified for particular Officers may be transferred to and vested in such other Officers as may be elected or appointed from time to time and for such periods or without limitation as to time as the Manager or Board shall order.

7.3 Term of Office. Each Officer shall hold office until his or her successor shall have been duly appointed or until his or her prior death, resignation or removal.

7.4 Removal. Any Officer or agent may be removed at any time, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment shall not of itself create contract rights.

ARTICLE VIII AMENDMENTS

8.1 By Members. The Agreement may be altered, amended or repealed and a new Agreement may be adopted only by vote of all Members, except as provided in Section 8.2.

8.2 Implied Amendments. Any action taken or authorized by the Manager or by the Board of Directors, which would be inconsistent with the Agreement then in effect but is taken or authorized by the Members shall be given the same effect as though the Agreement had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

9.1 Mandatory Indemnification. The Company shall, as if and to the same extent as limited liability companies organized under the Act are permitted, indemnify, defend, and hold harmless the Manager, the Directors and the Officers (each, an "Actor"), to the extent of the Company's assets, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Company, the Manager, its Directors and Officers, or any of its or their agents in connection with the business of the Company acting in capacity as a Manager Director or Officer of the Company, including without limitation, attorneys' fees and costs incurred by the Actor in settlement or defense of such claims. Notwithstanding the foregoing, no Actor shall be so indemnified, defended, or held harmless for claims based upon its acts or omissions in the breach of this Agreement or which constitute fraud, willful misconduct, or breach of fiduciary duty to the Company or to the Members. Amounts incurred by an Actor in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company if such action or suit does arise in a matter for which indemnification is available

under this Section 9.1 (provided that the Company shall in all events advance expenses of defense but only if the Actor undertakes in writing to repay the advanced funds to the Company if the Actor is finally determined by a court of competent jurisdiction to not be entitled to indemnification pursuant to the provisions of this Section 9.1).

ARTICLE X DISSOLUTION AND WINDING UP

10.1 Dissolution. The Company shall be dissolved upon the happening of any of the following:

- (a) The unanimous decision of the Members to dissolve the Company;
- (b) The unanimous affirmative vote of the Board of Directors;
- (c) The Company being adjudicated insolvent or bankrupt;
- (d) Entry of a decree of judicial dissolution.

10.2 Winding Up and Liquidation. Upon a dissolution of the Company, the Manager shall select a liquidator (the "Liquidator"). The Liquidator shall liquidate as much of the Company's assets in its discretion, and shall do so as promptly as is consistent with obtaining fair value for them, and shall apply and distribute the assets of the Company in accordance with the following:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors of the Company including the Members, and also including, without limitation, the unpaid principal balance (and any interest thereon) of any loans made by the Members;
- (b) Second, to the Members in accordance with their Capital Account balances, after making the adjustments for allocations under Article V, above, up to and including the date of the liquidating distribution..

ARTICLE XI TRANSFER

11.1 Assignment and Transfer. A Member may voluntarily Assign any portion of its rights with respect to, or interest in, the Company only with the consent of the Manager. As used in this Section 11.1, "Assign" means sell, transfer or assign and "Assignment" means a sale, transfer or assignment.

11.2 No Dissolution. A Member's Assignment of any portion of its interest does not result in the dissolution of the Company.

ARTICLE XII
BOOKS, REPORTS, ACCOUNTING, AND TAX ELECTIONS

12.1 Books and Records. The Company shall maintain or cause to be maintained at the Company's principal place of business, the records required by nonwaivable provisions of the Act.

12.2 Fiscal Year. The Fiscal Year of the Company shall be the calendar year.

12.3 Tax Elections. The Manager shall have the sole discretion and authority to make or revoke any elections on behalf of the Company for tax purposes.

12.4 Tax Matters. The manager shall serve as the Company's "tax matters partner" for all purposes of the Code.

ARTICLE XIII
MISCELLANEOUS

13.1 Binding Effect. Except as provided to the contrary, the terms and provisions of this Agreement shall be binding upon and shall inure to the exclusive benefit of the Members, the Company and their successors and assigns.

13.2 Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require.

13.3 Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

13.4 Entire Agreement. This Agreement constitutes the entire agreement of the Members and the Company regarding the terms and operations of the Company as of the Effective Date, except for any amendments to this Agreement adopted in accordance with the terms herein. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations regarding the terms and operations of the Company, except as provided in the preceding sentence.

13.5 Title to Property; No Partition. All real and personal property owned by the Company shall be owned by it as an entity and no Member shall have an ownership interest in such property in its individual right or name, and the Members' Membership Interests represented thereby shall be personal property.

13.6 Third-Party Beneficiaries. The agreements contained in this Agreement inure solely to the benefit of the Members, the Company and their successors and assigns. Except in an action brought by, but not on behalf of, a Member, no provision of this Agreement is specifically enforceable, and no provision of this Agreement shall be construed to be for the benefit of any creditor of the Company or to create rights under any theory of third-party beneficiary.

13.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XIV GLOSSARY

In this Agreement, the following terms shall have the meanings indicated below, and any derivations of these terms shall have correlative meanings:

“Act” means the Wisconsin Limited Liability Company Act.

“Agreement” means the Operating Agreement of WPS Investments, LLC dated June 29, 2001 and any amendments hereto.

“ATCO” means American Transmission Company, LLC, a Wisconsin limited liability company.

“Board of Directors” or “Board” means the board that will manage the Company’s business and affairs as described in the Agreement.

“Business Day” means a day other than a Saturday, Sunday, or a legal holiday on which federally chartered banks are generally closed for business.

“Capital Contribution” means the gross amount of cash, property, services rendered, or promissory notes or other written obligations including under this Agreement to provide cash or property or to perform services contributed to the Company by the Members with respect to their Membership Interests.

“Code” means the Internal Revenue Code of 1986 and as amended and its successor provisions.

“Director(s)” means a member or the members of the Board of Directors appointed as provided in Section 6.1 for the purpose of delegating management of the Company.

“Fiscal Period” means a portion of a Fiscal year.

“Liquidator” means the person selected as such by the Manager pursuant to Section 10.2 hereof.

“Membership Interest” or “Membership Interests” means the equity interest in the Company expressed as a percentage as such percentage may be adjusted from time to time pursuant to this Agreement.

“Officers” means any of the persons holding a Company office pursuant to Section 7.2.

“Treasury Regulations” means the regulations adopted from time to time by the Department of Treasury under the Code and any reference to “parties” or “partnership” therein shall refer, as appropriate, to Members and the Company, respectively.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

WISCONSIN PUBLIC SERVICE CORPORATION

By: _____
Name:
Title:

INTEGRYS ENERGY GROUP, INC.

By: _____
Name:
Title:

WPS INVESTMENTS, LLC

By: Integrys Energy Group, Inc., Manager

By: _____
Name:
Title:

WPS INVESTMENTS, LLC
(a Wisconsin limited liability company)

THIRD AMENDED & RESTATED
OPERATING AGREEMENT

_____, 2014

TABLE OF CONTENTS

	Page
Article I FORMATION	3
1.1 Definitions	3
1.2 Formation; Name	3
1.3 Purposes	3
1.4 Registered and Principal Offices	4
1.5 Term	4
1.6 Statutory Manager	4
1.7 Tax Classification	4
1.8 Admission of Additional Members	4
Article II CAPITAL CONTRIBUTIONS	4
2.1 Initial Capital Contributions	4
2.2 Additional Capital Contributions	4
2.3 Percentage Interests	5
Article III CAPITAL ACCOUNTS	5
3.1 Capital Accounts	5
3.2 Adjustments	5
3.3 Transfers	5
3.4 Interpretation	65
3.5 No Interest	6
3.6 Month-End Convention	6
Article IV DISTRIBUTIONS	6
4.1 Regular Distributions	6
4.2 Special Financing Distribution	6
4.3 Liquidating Distributions	6
Article V ALLOCATION OF PROFITS & LOSSES	6
5.1 Allocation of Profits and Losses	6
5.2 Regulatory Allocations	6
5.3 Other Allocation Rules	7
5.4 Tax Allocations	7
5.5 Definition of Profits and Losses	8
Article VI BOARD OF DIRECTORS	8
6.1 Management	8
6.2 Authority and Powers	8
6.3 Tenure and Qualifications	9
6.4 Meetings	9
6.5 Notice; Waiver	9
6.6 Quorum	9
6.7 Manner of Acting	9
6.8 Conduct of Meetings	9

6.9	Vacancies.....	10
6.10	Compensation.....	10
6.11	Unanimous Consent without Meeting.....	10
6.12	Restrictions on Authority on Manager, Board of Directors and Officers.....	10
Article VII OFFICERS.....		10
7.1	Officers.....	10
7.2	Number.....	11
7.3	Term of Office.....	11
7.4	Removal.....	11
Article VIII AMENDMENTS.....		11
8.1	By Members.....	11
8.2	Implied Amendments.....	11
Article IX INDEMNIFICATION OF OFFICERS AND DIRECTORS.....		11
9.1	Mandatory Indemnification.....	11
Article X DISSOLUTION AND WINDING UP.....		12
10.1	Dissolution.....	12
10.2	Winding Up and Liquidation.....	12
Article XI TRANSFER.....		12
11.1	Assignment and Transfer.....	12
11.2	No Dissolution.....	12
Article XII BOOKS, REPORTS, ACCOUNTING, AND TAX ELECTIONS.....		13
12.1	Books and Records.....	13
12.2	Fiscal Year.....	13
12.3	Tax Elections.....	13
12.4	Tax Matters.....	13
Article XIII MISCELLANEOUS.....		13
13.1	Binding Effect.....	13
13.2	Rules of Construction.....	13
13.3	Choice of Law and Severability.....	13
13.4	Entire Agreement.....	13
13.5	Title to Property; No Partition.....	13
13.6	Third-party Beneficiaries.....	14
13.7	Counterparts.....	14
Article XIV GLOSSARY.....		14

**WPS INVESTMENTS, LLC
THIRD AMENDED & RESTATED
OPERATING AGREEMENT**

THIS THIRD AMENDED & RESTATED OPERATING AGREEMENT of WPS INVESTMENTS, LLC (the “Company”) is made as of _____, 2014 (the “Effective Date”), by and between Wisconsin Public Service Corporation (“WPSC”), Integrys Energy Group, Inc. (“Integrys”) (collectively the “Members” and individually, a “Member”) and the Company.

RECITALS

WPSC caused the formation of the Company pursuant to the Act. Integrys, then named WPS Resources Corporation, and Upper Peninsula Power Company (“UPPCO”) became Members of the Company under the Second Amended & Restated Operating Agreement of the Company dated June 14, 2005.

Under a Stock Purchase Agreement dated January 17, 2014, Integrys agreed to sell all of the common stock of UPPCO to Balfour Beatty Infrastructure Partners, L.P. (“BBIP”). Immediately prior to the closing of the transaction contemplated by the Stock Purchase Agreement, UPPCO transferred its ownership interests in the Company and ceased to be a member of the Company.

The Members wish to enter into this Agreement for the purpose of providing the rights, obligations and restrictions contained in this Agreement and otherwise to govern the operations and management of the Company.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Members agree as follows:

**ARTICLE I
FORMATION**

1.1 Definitions. Capitalized terms undefined in this Agreement shall have the meanings set forth in the Glossary contained in Article XIV.

1.2 Formation; Name. WPSC formed the Company as a limited liability company pursuant to the Act by causing, on November 21, 2000, Articles of Organization to be delivered to the Wisconsin Department of Financial Institutions. The Company’s name shall be WPS Investments, LLC and all business of the Company shall be conducted under that name.

1.3 Purposes. The Company shall have the authority to engage in any activity and to exercise any powers permitted to limited liability companies under the laws of the State of Wisconsin, except that the Company shall restrict its investment activities to making investments in ATCO.

1.4 Registered and Principal Offices. The registered and principal office of the Company shall be located at 700 North Adams Street, Green Bay, Wisconsin 54307-9001. The registered agent of the Company shall be _____, whose address is c/o Wisconsin Public Service Corporation, 700 North Adams Street, P.O. Box 19001, Green Bay, Wisconsin 54307-9001. The Manager may establish additional offices or may relocate the principal or registered offices and may appoint a new registered agent if: (i) the then current registered agent resigns or (ii) the Manager determines to make a change in the registered agent.

1.5 Term. The Company's term officially began on November 21, 2000, formalized by the filing of the Articles with the Wisconsin Department of Financial Institutions, and shall continue until terminated by operation of law or by some provision of this Agreement.

1.6 Statutory Manager. Integrys shall be the Manager of the Company under the Act.

1.7 Tax Classification. For federal income tax purposes, and where permitted, for state income tax purposes, the Company shall be treated as a tax partnership unless the Manager elects different treatment under Treasury Regulation Section 301.7701-3 and/or applicable state tax law.

1.8 Admission of Additional Members. Additional members may be admitted to the Company with the written consent of the Manager.

ARTICLE II CAPITAL CONTRIBUTIONS

2.1 Capital Contributions

(a). WPSC. WPSC's Capital Contributions as of the Effective Date consist of the units of ATCO originally issued to WPSC.

(b). Integrys. Integrys' Capital Contributions as of the Effective Date consist of the units of ATCO originally issued to UPPCO and contributions of cash to the Company as required to meet capital calls on the Company made by ATCO.

(c). Capital Calls. Integrys shall contribute additional cash to the Company as required to meet the capital calls on the Company made by ATCO.

(d). Adjustments. As of the Effective Date, WPSC has a ___% ownership interest in the Company, and Integrys has a ___% ownership interest in the Company. The respective percentage interests of the Members shall be adjusted appropriately for any contribution of cash described in Section 2.1(c).

2.2 Additional Capital Contributions. ~~Except as otherwise provided in Section 2.1, additional capital contributions~~ Additional Capital Contributions to the Company may be made by ~~a Member~~ the Manager at ~~the discretion of the Manager.~~ ~~The Members shall not be~~

~~required to make any additional Capital Contributions~~ its discretion for purposes authorized by the Public Service Commission of Wisconsin.

2.3 Percentage Interests. The Membership Interest of a Member in the Company shall represent the percentage ownership that is determined by dividing a member's Capital Account balance by the Capital Account balances of all Members.

2.4 Company Debt. The Company shall restrict its borrowing activities to meet short-term working capital requirements. At no time shall the Company's borrowings exceed Two Hundred Fifty Thousand Dollars (\$250,000).

ARTICLE III

CAPITAL ACCOUNTS

3.1 Capital Accounts. There shall be established and maintained with respect to each Member a Capital Account in accordance with the following:

(a) Credits. Each member's Capital Account shall be increased by (i) the Members Capital Contributions; (ii) the Members' allocable share of Profits pursuant to Article V, below and (iii) the amount of any debt of the Company that is assumed by the Member or that is secured by any property distributed to the Member.

(b) Debits. Each Member's Capital Account shall be decreased by (i) the amount of cash and the fair market value, as determined by the Manager, of any Company asset distributed to the Member; (ii) the member's allocable share of Losses pursuant to Article V below; and (iii) the amount of any debt of the Member that is assumed by the Company or secured by any property contributed by the Member to the Company.

WPSC recognizes its obligations under Wisconsin Statute 196.795 (5) (c) and (d). Notwithstanding this Section 3.1, WPSC will not lend money to any holding company which is not a public utility or to any nonutility affiliate with which it is in a holding company system. In addition, WPSC will not guarantee the obligations of any nonutility affiliate with which it is in a holding company system.

3.2 Adjustments. In the sole discretion of the Manager, the value of the Company's property and the Capital Accounts of the Members may be restated from time to time in accordance with Regulation Sections 1.704-1(b)(2)(iv)(f) and (g), provided, however, that such adjustments shall be made at any time as a similar revaluation and restatement is made in ATCO.

3.3 Transfers. In the event any Member assigns all or any part of the Member's Membership Interest in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent the Capital Account relates to the transferred Membership Interest.

3.4 Interpretation. The provisions of this Article III and the other provisions of this Agreement relating to maintenance of Capital Accounts are intended to comply with Regulation Section 1.704-1(b), the terms and requirements of which are incorporated hereby and shall be interpreted and applied in a manner consistent with those terms and conditions.

3.5 No Interest. No interest shall be paid on Capital Contributions or on the balance in each Member's Capital Account.

3.6 Month-End Convention. For purposes of this Agreement, all Capital Contributions, other than the initial Capital Contributions, shall be deemed to be received at the end of the month in which they are actually received by the Company.

ARTICLE IV

DISTRIBUTIONS

4.1 Regular Distributions. Except as set forth in Sections 4.2 and 4.3 below, cash available for distribution as determined by the Manager shall be distributed to the Members in proportion to their Membership Interests during the Fiscal Period to which the distribution relates.

4.2 Special Financing Distribution. Cash received from ATCO pursuant to Section 3.10 of the ATCO operating agreement shall be distributed to WPSC and Integrys in proportion to only their respective Membership Interests in the Company.

4.3 Liquidating Distributions. In the event of liquidation of the company pursuant to Article X below, any remaining assets of the Company shall be distributed in accordance with Section 10.2 below.

ARTICLE V

ALLOCATION OF PROFITS & LOSSES

5.1 Allocation of Profits and Losses. Except as provided in Sections 5.2, 5.3, and 5.4, below, Profits and Losses shall be allocated among the Members in proportion to their Membership Interests for the Fiscal Period.

5.2 Regulatory Allocations. This Agreement shall be deemed to contain provisions relating to "minimum gain chargeback," "nonrecourse deductions," "qualified income offset," "gross income allocations," and any other provision required to be contained in this Agreement pursuant to the Treasury Regulations promulgated under section 704(b) of the Code (the "Regulatory Allocations"), other than any requirement that a Member be required to contribute to the Company an amount equal to any deficit in the Member's capital account.

No allocation of Loss shall be made to a Member if the allocation would result in a negative balance in the Member's Capital Account in excess of (a) the amount the Member has loaned to the Company or (b) the amount of the Company's debt that the Member has guaranteed. In the event there is a negative balance in the Member's Capital Account in excess

of the amount(s) set forth above, the Member shall be allocated income and gain in the amount of that excess as quickly as possible. Any Loss that cannot be allocated to a Member pursuant to the restrictions contained in this paragraph shall be allocated to other Members. The Regulatory Allocations are intended to comply with the Treasury Regulations promulgated under section 704(b) of the Code. The other provisions of this Article V notwithstanding, the Regulatory Allocations shall be taken into account in allocating other Profits, Losses, and items of income, gain, and deduction among the Members so that, to the extent possible, the net amount of the allocations of other Profits, Losses, and other items and the Regulatory Allocations to each Member shall equal the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred.

5.3 Other Allocation Rules.

(a) Transfer of Membership Interests. If a Member transfers all or any portion of the Member's Membership Interest pursuant to this Agreement during any Fiscal Period, the Profits (or Losses) allocated to the Members for each such Fiscal Period shall be allocated among the Members in proportion to their respective Membership Interests from time to time during the Fiscal Period, in accordance with section 706 of the Code, using any convention permitted by law and selected by the Manager.

(b) Determination of Allocable Amounts. The Profits, Losses, or any other items allocable to any Fiscal Period shall be determined on a daily, monthly, or other basis, as determined by the Manager, using any permissible method under Section 706 of the Code and the Treasury Regulations under that section.

5.4 Tax Allocations

(a) Capital Contributions. In accordance with section 704(c) of the Code and the Treasury Regulations under that section, income, gain, loss, and deduction with respect to any contribution to the Company's capital shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the property's adjusted basis to the Company for federal income tax purposes and its initial asset value.

(b) Adjustment of Asset Value. If the asset value of any Company asset is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the asset's adjusted basis for federal income tax purposes and its asset value as so adjusted in the same manner as under section 704(c) of the Code and the Treasury Regulations under that section.

(c) Elections. Any elections or other decisions relating to the allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intent of this Agreement.

(d) Imputed Interest. To the extent the Company has interest income or deductions with respect to any obligation of or to a Member pursuant to section 483, sections 1271-1288, or section 7872 of the Code, the interest income or deductions shall be specially allocated to the Member to whom the obligation relates.

5.5 Definition of Profits and Losses. “Profit” and “Loss” and any items of income, gain, expense or loss referred to in this Agreement shall mean the Company’s income or loss for the Fiscal Period, determined in accordance with section 703(a) of the Code and consistent with the principles of (i) maintaining Capital Accounts in accordance with Treas. Reg. Section 1.704-1(b)(2)(iv), and (ii) section 704(c) of the Code, except that Profit and Loss shall not include items of income, gain and expense that are specially allocated pursuant to Section 5.2 above.

ARTICLE VI BOARD OF DIRECTORS

6.1 Management. In the discretion of the Manager, the management of the Company may be vested in a Board of Directors. In such event, (i) the number of Directors of the Company shall be three (3), who shall be appointed by the Manager; and (ii) the following provisions shall apply.

6.2 Authority and Powers. All powers of the Company shall be exercised by or under the authority of the Board of Directors. Decisions of the Board of Directors within its scope of authority shall be binding upon the Company. Such powers shall specifically include but shall not be limited to the power to:

(a) Authorize any Officer or Officers, agent or agents to sign all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Company, which shall be signed by such Officer or Officers, agent or agents of the Company and in such manner, including by means of facsimile signatures, as shall from time to time be determined by or under the authority of a resolution of the Board of Directors;

(b) Select directly or under the authority of a resolution such banks, trust companies or other depositories to which all funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company;

(c) Borrow and lend money at such rates of interest and from or to such parties as is approved, such approval may be general or confined to specific instances;

(d) Take such actions as are consistent with the Company’s business and purpose under Section 1.3 of this Agreement;

(e) Insure the Company’s activities and property;

(f) Pay out of the Company’s funds all fees and expenses incurred in the organization and operation of the Company;

(g) Authorize the execution of all documents, instruments and agreements reasonably deemed by the Board of Directors to be necessary, appropriate or needed for the performance of its duties and the exercise of its powers under this Agreement;

(h) Appoint a registered agent or change the registered office pursuant to Section 1.4 above; and

(i) Retain attorneys, accountants and other professionals in the course of the performance of the Directors' duties and exercise of their powers.

6.3 Tenure and Qualifications. Each Director shall hold office until his or her successor shall have been duly appointed or until his or her prior death, resignation or removal. A Director may be removed from office by the Manager for any reason or no reason. A Director may resign at any time by filing his or her written resignation with the Secretary of the Company.

6.4 Meetings. Meetings of the Board of Directors may be called by or at the request of the Chairman of the Board (if the Board of Directors determines to elect one), the President, Secretary or any two Directors. The Chairman of the Board, President or Secretary calling any meeting of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them, and if no other place is fixed the place of the meeting shall be the principal business office of the Company.

6.5 Notice; Waiver. Notice of each meeting of the Board of Directors shall be given to each Director (i) by written notice delivered personally or mailed to such Director at his or her business address or at such other address as such Director shall have designated, or (ii) by word of mouth or telephone, in each case not less than 120 hours if by mail and not less than 48 hours if by word of mouth, telephone or facsimile, prior thereto. If mailed, such notice shall be deemed to be delivered when deposited in the mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any Director of the Company under this Agreement, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.6 Quorum. Except as otherwise provided by the Agreement, a majority of the Directors shall constitute a quorum ("Quorum") for the transaction of business at any meeting of the Board of Directors, but a majority of the Directors present (though less than such Quorum) may adjourn the meeting from time to time without further notice.

6.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a Quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Agreement.

6.8 Conduct of Meetings. The Chairman of the Board, or in the event the Board of Directors determines not to elect a Chairman of the Board, or in his or her absence, the President, and in his or her absence, a Vice-President, and in their absence, any Director chosen by the Directors present, shall call meetings of the Board of Directors to order and shall act as chairperson of the meeting. The Secretary of the Company shall act as secretary of all meetings of the Board of Directors but in the absence of the Secretary, the presiding Officer may appoint any Assistant Secretary or any Director or other person present to act as secretary of the meeting.

6.9 Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of Directors, shall be filled by appointment by the Manager at its convenience.

6.10 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members, may establish reasonable compensation of all Directors for services to the Company as Directors, Officers or otherwise, or may delegate such authority to an appropriate committee. The Board of Directors also shall have authority to provide for or delegate authority to an appropriate committee to provide for reasonable pensions, disability or death benefits, and other benefits or payments, to Directors, Officers and employees and to their estates, families, dependents or beneficiaries on account of prior services rendered by such Directors, Officers and employees to the Company.

6.11 Unanimous Consent without Meeting. Any action required or permitted by the Agreement to be taken by the Board of Directors or any committee thereof at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors or members of such committee entitled to vote with respect to such action, which consents may be executed in counterparts.

6.12 Restrictions on Authority of Manager, Board of Directors and Officers. None of the Manager, the Board of Directors, the Chairman of the Board or the Officers shall have the authority to:

- (a) Do any act in contravention of applicable law or this Agreement or that would make it impossible to carry on the Company's activities;
- (b) Possess Company property, or assign rights in specific Company property, for other than a purpose of the Company;
- (c) Perform any act that would subject a Member to liability in any jurisdiction except as expressly provided in this Agreement;
- (d) Change, convert or reorganize the Company into any other legal form without the prior written consent of all of the Sole Members; or
- (e) Except as permitted expressly by this Agreement, take any action that will cause the dissolution of the Company.

ARTICLE VII OFFICERS

7.1 Officers. In the discretion of the Manager, Officers may be appointed, and upon institution of a Board of Directors, the Board shall appoint Officers. In either such event, the following provisions shall apply.

7.2 Number. The Officers of the Company shall be a President, a Vice President, a Secretary, a Treasurer and such assistant secretaries and assistant treasurers and other

officers as may be appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice-President. Unless the Manager or Board of Directors decides otherwise, the authority and duties of the Officers shall be those that are normally associated with the holder of that office under the Business Corporations Act of the State of Wisconsin herein and any further duties designated by the Board of Directors. The duties herein specified for particular Officers may be transferred to and vested in such other Officers as may be elected or appointed from time to time and for such periods or without limitation as to time as the Manager or Board shall order.

7.3 Term of Office. Each Officer shall hold office until his or her successor shall have been duly appointed or until his or her prior death, resignation or removal.

7.4 Removal. Any Officer or agent may be removed at any time, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment shall not of itself create contract rights.

ARTICLE VIII AMENDMENTS

8.1 By Members. The Agreement may be altered, amended or repealed and a new Agreement may be adopted only by vote of all Members, except as provided in Section 8.2.

8.2 Implied Amendments. Any action taken or authorized by the Manager or by the Board of Directors, which would be inconsistent with the Agreement then in effect but is taken or authorized by the Members shall be given the same effect as though the Agreement had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

9.1 Mandatory Indemnification. The Company shall, as if and to the same extent as limited liability companies organized under the Act are permitted, indemnify, defend, and hold harmless the Manager, the Directors and the Officers (each, an "Actor"), to the extent of the Company's assets, for, from, and against any liability, damage, cost, expense, loss, claim, or judgment incurred by the Actor arising out of any claim based upon acts performed or omitted to be performed by the Company, the Manager, its Directors and Officers, or any of its or their agents in connection with the business of the Company acting in capacity as a Manager Director or Officer of the Company, including without limitation, attorneys' fees and costs incurred by the Actor in settlement or defense of such claims. Notwithstanding the foregoing, no Actor shall be so indemnified, defended, or held harmless for claims based upon its acts or omissions in the breach of this Agreement or which constitute fraud, willful misconduct, or breach of fiduciary duty to the Company or to the Members. Amounts incurred by an Actor in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company if such action or suit does arise in a matter for which indemnification is available under this Section 9.1 (provided that the Company shall in all events advance expenses of defense but only if the Actor undertakes in writing to repay the advanced funds to the Company if the Actor

is finally determined by a court of competent jurisdiction to not be entitled to indemnification pursuant to the provisions of this Section 9.1).

ARTICLE X DISSOLUTION AND WINDING UP

10.1 Dissolution. The Company shall be dissolved upon the happening of any of the following:

- (a) The unanimous decision of the Members to dissolve the Company;
- (b) The unanimous affirmative vote of the Board of Directors;
- (c) The Company being adjudicated insolvent or bankrupt;
- (d) Entry of a decree of judicial dissolution.

10.2 Winding Up and Liquidation. Upon a dissolution of the Company, the Manager shall select a liquidator (the "Liquidator"). The Liquidator shall liquidate as much of the Company's assets in its discretion, and shall do so as promptly as is consistent with obtaining fair value for them, and shall apply and distribute the assets of the Company in accordance with the following:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors of the Company including the Members, and also including, without limitation, the unpaid principal balance (and any interest thereon) of any loans made by the Members;
- (b) Second, to the Members in accordance with their Capital Account balances, after making the adjustments for allocations under Article V, above, up to and including the date of the liquidating distribution..

ARTICLE XI TRANSFER

11.1 Assignment and Transfer. A Member may voluntarily Assign any portion of its rights with respect to, or interest in, the Company only with the consent of the Manager. As used in this Section 11.1, "Assign" means sell, transfer or assign and "Assignment" means a sale, transfer or assignment.

11.2 No Dissolution. A Member's Assignment of any portion of its interest does not result in the dissolution of the Company.

ARTICLE XII
BOOKS, REPORTS, ACCOUNTING, AND TAX ELECTIONS

12.1 Books and Records. The Company shall maintain or cause to be maintained at the Company's principal place of business, the records required by nonwaivable provisions of the Act.

12.2 Fiscal Year. The Fiscal Year of the Company shall be the calendar year.

12.3 Tax Elections. The Manager shall have the sole discretion and authority to make or revoke any elections on behalf of the Company for tax purposes.

12.4 Tax Matters. The manager shall serve as the Company's "tax matters partner" for all purposes of the Code.

ARTICLE XIII
MISCELLANEOUS

13.1 Binding Effect. Except as provided to the contrary, the terms and provisions of this Agreement shall be binding upon and shall inure to the exclusive benefit of the Members, the Company and their successors and assigns.

13.2 Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require.

13.3 Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

13.4 Entire Agreement. This Agreement constitutes the entire agreement of the Members and the Company regarding the terms and operations of the Company as of the Effective Date, except for any amendments to this Agreement adopted in accordance with the terms herein. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations regarding the terms and operations of the Company, except as provided in the preceding sentence.

13.5 Title to Property; No Partition. All real and personal property owned by the Company shall be owned by it as an entity and no Member shall have an ownership interest in such property in its individual right or name, and the Members' Membership Interests represented thereby shall be personal property.

13.6 Third-Party Beneficiaries. The agreements contained in this Agreement inure solely to the benefit of the Members, the Company and their successors and assigns. Except in an action brought by, but not on behalf of, a Member, no provision of this Agreement is specifically enforceable, and no provision of this Agreement shall be construed to be for the benefit of any creditor of the Company or to create rights under any theory of third-party beneficiary.

13.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XIV GLOSSARY

In this Agreement, the following terms shall have the meanings indicated below, and any derivations of these terms shall have correlative meanings:

“Act” means the Wisconsin Limited Liability Company Act.

“Agreement” means the Operating Agreement of WPS Investments, LLC dated June 29, 2001 and any amendments hereto.

“ATCO” means American Transmission Company, LLC, a Wisconsin limited liability company.

“Board of Directors” or “Board” means the board that will manage the Company’s business and affairs as described in the Agreement.

“Business Day” means a day other than a Saturday, Sunday, or a legal holiday on which federally chartered banks are generally closed for business.

“Capital Contribution” means the gross amount of cash, property, services rendered, or promissory notes or other written obligations including under this Agreement to provide cash or property or to perform services contributed to the Company by the Members with respect to their Membership Interests.

“Code” means the Internal Revenue Code of 1986 and as amended and its successor provisions.

“Director(s)” means a member or the members of the Board of Directors appointed as provided in Section 6.1 for the purpose of delegating management of the Company.

“Fiscal Period” means a portion of a Fiscal year.

“Liquidator” means the person selected as such by the Manager pursuant to Section 10.2 hereof.

“Membership Interest” or “Membership Interests” means the equity interest in the Company expressed as a percentage as such percentage may be adjusted from time to time pursuant to this Agreement.

“Officers” means any of the persons holding a Company office pursuant to Section 7.2.

“Treasury Regulations” means the regulations adopted from time to time by the Department of Treasury under the Code and any reference to “parties” or “partnership” therein shall refer, as appropriate, to Members and the Company, respectively.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

WISCONSIN PUBLIC SERVICE CORPORATION

By: _____
Name:
Title:

INTEGRYS ENERGY GROUP, INC.

By: _____
Name:
Title:

WPS INVESTMENTS, LLC

By: Integrys Energy Group, Inc., Manager

By: _____
Name:
Title:

Document comparison by Workshare Compare on Monday, June 23, 2014
8:33:45 PM

Input:	
Document 1 ID	\\foleylaw.com\userdata\home\bjackson\UserProfile\My Documents\NDEcho\Third Amended & Restated Operating Agreement.doc
Description	\\foleylaw.com\userdata\home\bjackson\UserProfile\My Documents\NDEcho\Third Amended & Restated Operating Agreement.doc
Document 2 ID	\\foleylaw.com\userdata\home\bjackson\UserProfile\My Documents\NDEcho\Third Amended & Restated Operating Agreement(1).doc
Description	\\foleylaw.com\userdata\home\bjackson\UserProfile\My Documents\NDEcho\Third Amended & Restated Operating Agreement(1).doc
Rendering set	standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	8
Moved from	0
Moved to	0
Style change	0

Format changed	0
Total changes	16