

February 27, 2015

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Texas Eastern Transmission, LP, Docket No. RP15-____-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act¹ and Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission”) promulgated thereunder,² Texas Eastern Transmission, LP (“Texas Eastern”) hereby submits for filing as part of its FERC Gas Tariff, Eighth Revised Volume No. 1 (“Tariff”) and its FERC Gas Tariff, Filed Agreements (“Filed Agreements Tariff”), the tariff records listed in Appendix A to be effective on March 1, 2015, and an applicable service agreement, which contains a non-conforming provision.

STATEMENT OF NATURE, REASONS AND BASIS

Texas Eastern has entered into a service agreement with BP Energy Company (“BP Energy”) for firm transportation service under Rate Schedule FT-1 for the period from March 1, 2015, through and including March 31, 2016 (“Service Agreement”). As more fully described below, Texas Eastern is submitting the Service Agreement as a non-conforming agreement and a related negotiated rate agreement for Commission review.

Negotiated Rate Agreement

Pursuant to Section 29 of the General Terms and Conditions (“GT&C”) of the Tariff, Texas Eastern is submitting the negotiated rate transaction applicable to the Service Agreement as proposed Part 4, Section 15.50, of the Tariff. The proposed tariff record identifies and describes the negotiated rate transaction with BP Energy, including the exact legal name of the shipper, the negotiated rates, the rate schedule, the contract terms, and the contract quantities. The proposed tariff record includes footnotes where necessary to provide further details of the negotiated rate transaction reflected therein.

Texas Eastern has entered into a negotiated rate agreement with BP Energy, consisting of a one-page letter agreement and a *pro forma* Statement of Negotiated Rates (see Appendix B). The one-page letter agreement has the sole purpose of indicating the parties’ agreement to the negotiated rate provisions on the *pro forma* Statement of Negotiated Rates attached to the letter agreement. The substantive provisions of the tariff record are identical to the *pro forma* Statement of Negotiated Rates attached to the letter agreement.

¹ 15 U.S.C. § 717c (2006).

² 18 C.F.R. Part 154 (2014).

Non-Conforming Provision

Sections 154.1(d) and 154.112(b) of the Commission's regulations require pipelines to file any agreement that deviates "in any material aspect from the form of service agreement" in the pipeline's tariff.³ As reaffirmed by the Commission's July 25, 2003 order modifying its negotiated rate policy, the Commission defines "a material deviation as any provision of a service agreement that goes beyond the filling-in of the spaces in the form of service agreement with the appropriate information provided for in the tariff and that affects the substantive rights of the parties."⁴ The Commission's policy is that such material deviations may be acceptable if "such deviations do not change the conditions under which service is provided and do not present a risk of undue discrimination."⁵ Consistent with the Commission's regulations regarding non-conforming agreements, Texas Eastern is submitting the Service Agreement for Commission review.

The Service Agreement conforms in all respects to the form of service agreement for Rate Schedule FT-1, with the exception of a footnote in Exhibit A of the Service Agreement. The footnote provides that receipts at the referenced point shall be by displacement, and if displacement is not available, by physical flow, if possible, subject to the agreement of a third-party pipeline company to the receipt of such volumes. Further, arrangements for receipt by that third-party pipeline shall be the sole responsibility of the customer. This limitation reflects the mutual understanding of the parties and was reached through an agreement with this customer based on the particular circumstances and configuration of the specific point for this customer. Texas Eastern submits that this provision does not present a risk of undue discrimination because it merely specifies the type of receipt obligation (displacement) Texas Eastern has at the point and reflects unique operational constraints with this customer. The Commission approved identical provisions in service agreements between Texas Eastern and Shell Energy North America (US), L.P. effective September 1, 2010,⁶ and October 1, 2010,⁷ and between Texas Eastern and EQT Energy, LLC effective June 1, 2012⁸. Accordingly, Texas Eastern requests that the Commission accept this provision in the subject Service Agreement as a permissible deviation that does not present a risk of undue discrimination.

Pursuant to Section 154.1(d) of the Commission's regulations, Texas Eastern submits herewith for filing, as part of its Tariff, a revised version of GT&C Section 3.18 that designates the Service Agreement as a non-conforming agreement. Texas Eastern is also submitting Section 23 of its Filed Agreements Tariff containing the executed Service Agreement with the

³ 18 C.F.R. §§ 154.1, 154.112(b).

⁴ *Natural Gas Pipeline Negotiated Rate Policy and Practice*, 104 FERC ¶ 61,134 at P 27 (2003).

⁵ *Id.*, citing *Columbia Gas Transmission Corp.*, 97 FERC ¶ 61,221 at 62,001-2 (2001); *see also ANR Pipeline Co.*, 97 FERC 61,224 (2001).

⁶ *See Texas Eastern Transmission, LP*, Docket No. RP10-1091-000, unpublished letter order issued on September 10, 2010.

⁷ *See Texas Eastern Transmission, LP*, Docket No. RP10-1363-000, unpublished letter order issued on October 21, 2010.

⁸ *See Texas Eastern Transmission, LP*, Docket No. RP12-655-000, unpublished letter order issued on May 22, 2012.

non-conforming provision. A marked version of the tariff records filed herewith is attached, including a marked version of the executed Service Agreement against the current form of service agreement under Rate Schedule FT-1.

PROPOSED EFFECTIVE DATE

Texas Eastern proposes that the tariff records filed herein become effective on March 1, 2015. Texas Eastern respectfully requests a waiver of the notice requirement in Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207, and any other waivers that may be required for the Commission to accept the tariff records filed herein to become effective as proposed.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Texas Eastern files this motion to place the revised tariff records filed herein into effect at the expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff records filed herewith are not approved as filed and without condition, Texas Eastern reserves the right to file a motion at a later date to place such tariff records into effect.

COMPLIANCE WITH REGULATIONS

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), a marked version of the proposed tariff records showing additions to and deletions from the currently effective tariff records is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being served electronically on Texas Eastern's customers and interested state commissions. A paper copy of this filing may only be served if a customer or state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations, 18 C.F.R. § 390.

Ms. Kimberly D. Bose, Secretary

February 27, 2015

Page 4

CORRESPONDENCE AND COMMUNICATION

All correspondence and communications regarding this filing should be addressed to the following:

* Janice K. Devers
General Manager, Tariffs and Commercial Development
Texas Eastern Transmission, LP
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-6170
Email: jkdevers@spectraenergy.com

and

* Steven E. Hellman
Associate General Counsel
Texas Eastern Transmission, LP
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-5215
Email: sehellman@spectraenergy.com

* Parties to be designated on the Commission's Official Service List.

Please contact the undersigned at (713) 627-6170 with any questions regarding this filing.

Respectfully submitted,

/s/ Janice K. Devers

Janice K. Devers, General Manager
Tariffs and Commercial Development

Enclosures

APPENDIX A
TEXAS EASTERN TRANSMISSION, LP
Eighth Revised Volume No. 1

<u>Version</u>	<u>Section (Description & Title)</u>
	<i>Part 4 – Statements of Rates</i>
0.0.0	15.50 BP Energy – contract 911236
	<i>Part 6 – General Terms and Conditions</i>
22.0.0	3.18 Materially Non-Conforming Agreements

TEXAS EASTERN TRANSMISSION, LP
Filed Agreements

<u>Version</u>	<u>Section (Description & Title)</u>
0.0.0	23. BP Energy – contract 911236

Statement of Negotiated Rates 1/2/3

Customer Name: BP ENERGY COMPANY

Service Agreement: 911236

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2015 and terminates on March 31, 2016

Rate Schedule: FT-1 (Marietta)

MDQ: 20,000 Dth / d

Primary Receipt Points: M&R 73703, Williams – Transco, Lower Chanceford – York Co., PA.

Primary Delivery Points: M&R 79965, Marietta Extension H/L

Reservation Rate: During the Term of this Negotiated Rate Agreement, Customer shall pay a **Base Negotiated Reservation Rate** equal to a fixed monthly Reservation Charge of \$1.5208 / Dth / month of Customer's MDQ under Contract No. 911236.

Additionally, Customer will pay a **Daily Base Rate Adder** which shall be applied each Day to each Dth of Customer's scheduled delivered quantity for the Day under the Service Agreement plus each Dth of all related replacement customers' (replacement customers receiving service on capacity subscribed under the Service Agreement) scheduled delivered quantities for the Day under the related replacement customers' service agreements.

The **Daily Base Rate Adder** for all quantities, shall be the product of (I) 50% and (II) the greater of 1) zero or 2) the difference between (i) **Transco, Zone 6, non-N.Y. North GDA** and (ii) the sum of (A) **Tx. Eastern, M-3 GDA** plus (B) **Texas Eastern FT-1 (Marietta) Fuel and Commodity Charges** plus (C) **\$0.20**

Where

GDA is the Midpoint price as published in Platts Gas Daily daily price survey for the applicable Day,

Texas Eastern FT-1 (Marietta) Fuel and Commodity Charges is as defined in Pipeline's Tariff (with fuel converted to cents per Dth assuming applicable Tx. Eastern, M-3 GDA)

Usage Rate: During the Term of this Negotiated Rate Agreement, Customer shall pay the applicable maximum recourse usage rates, as reflected on the currently effective Statement of Rates for Rate Schedule FT-1 (Marietta) and as described in Sections 2.2 and 2.3 of Rate Schedule FT-1 (Marietta). Customer shall also pay all applicable charges/surcharges for service under the Service Agreement.

Fuel: During the Term of this Negotiated Rate Agreement, Customer shall pay the recourse Applicable Shrinkage Percentage (including lost and unaccounted for) applicable to service under Rate Schedule FT-1 (Marietta) as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism.

Footnotes:

- 1/ This negotiated rate agreement is part of a non-conforming Service Agreement
- 2/ This negotiated rate shall apply only to service under Contract No. 911236, up to Customer's MDQ specified above, and using the points designated herein and secondary points on the Marietta Extension in Texas Eastern's Market Area 3; provided if Customer changes its primary points listed above, without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum rate for FT-1 (Marietta) service shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.
- 3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism for the recovery of direct or indirect costs not reflected in Pipeline's FERC approved FT-1 (Marietta) rates at the time of execution of this Negotiated Rate Agreement, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operation.

3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Arkansas Western Gas Company	400184	SS-1	05/01/1994
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company d/b/a National Grid	400225	SS-1	11/01/1999
BP Energy Company	911236	FT-1	03/01/2015
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
CenterPoint Energy Services, Inc.	910661	FT-1	11/01/2010
Chesapeake Energy Marketing, Inc.	910952	FT-1	11/01/2013
Chevron U.S.A Inc.	911109	FT-1	2/
Chief Oil & Gas LLC	911187	FT-1	11/01/2014
Colonial Gas Company d/b/a National Grid	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
ConocoPhillips Company	910662	FT-1	11/01/2010
ConocoPhillips Company	910882	FT-1	11/01/2011
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
Consolidated Edison Company of New York, Inc.	910950	FT-1	11/01/2013
Dominion Transmission, Inc.	800317	FT-1	12/01/2012
Enerplus Resources (USA) Corporation	911186	FT-1	11/01/2014
Entergy Arkansas, Inc.	910941	MLS-1	1/
EQT Energy, LLC	910900	FT-1	03/01/2012
EQT Energy, LLC	911108	FT-1	2/
Liberty Utilities (Midstates)	400245	SS-1	08/01/2012
Liberty Utilities (Midstates)	400246	SS-1	08/01/2012
Liberty Utilities (New England Natural Gas Company) Corp	400187	SS-1	09/01/1994
Narragansett Electric Company (The) d/b/a National Grid	331722	FTS-7	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	331819	FTS-8	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	400185	SS-1	05/01/1994
Narragansett Electric Company (The) d/b/a National Grid	400221	SS-1	06/01/1996
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994
Paulsboro Refining Company LLC	800526	FT-1	12/04/1998
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL EnergyPlus, LLC	910663	FT-1	11/01/2010
PSEG Power, LLC	400241	SS-1	11/01/2007
Shell Energy North America (US), L.P.	910791	FT-1	10/01/2010
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
Statoil Natural Gas, LLC	910953	FT-1	11/01/2013
Tug Hill Marcellus, LLC	911189	FT-1	11/01/2014
UGI Central Penn Gas, Inc.	400190	SS-1	05/01/1994
Union Electric Company DBA Ameren Missouri	400211	SS-1	05/01/1999
Union Electric Company DBA Ameren Missouri	400237	SS-1	07/01/2006
Union Electric Company DBA Ameren Missouri	800241	CDS	11/01/1997
Union Electric Company DBA Ameren Missouri	800242	FT-1	11/01/1997
Yankee Gas Services Company	400191	SS-1	09/01/1994

- 1/ This agreement will become effective upon the permanent release of capacity under Contract No. 910757 to Entergy Arkansas, Inc.
- 2/ This agreement will become effective upon the date on which the TEAM 2014 Project facilities are placed into service.

Texas Eastern Transmission, LP

FERC NGA Gas Tariff

Filed Agreements

Effective on March 1, 2015

(Version 0.0.0, Section 23.) BP Energy– contract 911236

Option Code "A"

SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

Date: 2/25/15

Contract No. 911236-R1

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and BP ENERGY COMPANY ("Customer").

WHEREAS, Customer desires Pipeline to transport natural gas for Customer's account on a firm basis pursuant to the terms and conditions of Pipeline's Rate Schedule FT-1; and

WHEREAS, Pipeline desires to transport natural gas for Customer's account on a firm basis pursuant to the terms and conditions of Pipeline's Rate Schedule FT-1;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on March 1, 2015 and shall continue for a term ending on and including March 31, 2016 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the

agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline: TEXAS EASTERN TRANSMISSION, LP
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310

Customer: BP ENERGY COMPANY
201 HELIOS WAY
HOUSTON, TX 77079

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

None

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

BP ENERGY COMPANY

By: 

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By: 

**EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
DATED _____**

Exhibit A Effective Date: 03/01/2015

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
* 73703	WILLIAMS-TRANSCO, LOWER CHANCEFORD-YORK CO., PA. YORK CO., PA	20,000	TRANSCO PL	TRANSCO PL	TRANSCO PL

(2) Customer shall have Pipeline's Master Location List ("MLL"). Customer hereby agrees that Pipeline's MLL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
M3 to M3	20,000

* Receipts at Williams - Transco, Lower Chanceford - York Co., PA (Meter 73703) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Transcontinental Gas Pipe Line Company, LLC ("TRANSCO PL") to the delivery of such volumes. Arrangements for deliveries by TRANSCO PL shall be the sole responsibility of Customer.

**EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,**

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED N/A

Legal Approved by SEH, Asset Planning Approved by JDH, Credit Approved by FOK

**EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
DATED _____**

Exhibit B Effective Date: 03/01/2015

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
79965	MARIETTA EXTENSION H/L LANCASTER CO., PA	20,000	AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE	TX EAST TRAN	TX EAST TRAN	TX EAST TRAN

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by SEH, Asset Planning Approved by JDH, Credit Approved by FOK

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
DATED _____**

Exhibit C Effective Date: 03/01/2015

**ZONE BOUNDARY ENTRY QUANTITY
Dth/D**

FROM	TO									
	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3
STX										
ETX										
WLA										
ELA										
M1-24					Not Applicable					
M1-30										
M2-24										
M2-30										
M2										
M3										

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,**

**ZONE BOUNDARY EXIT QUANTITY
Dth/D**

FROM	TO									
	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3
STX										
ETX										
WLA										
ELA										
M1-24										
M1-30										
M2-24										
M2-30										
M2										
M3										

SIGNED FOR IDENTIFICATION:

PIPELINE:

CUSTOMER:

SUPERSEDES EXHIBIT C DATED N/A

**EXHIBIT D, TRANSPORTATION QUANTITIES,
DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
DATED _____**

Exhibit D Effective Date: 03/01/2015

MAXIMUM DAILY QUANTITY (MDQ): 20,000 Dth
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A, or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: 

CUSTOMER: 

SUPERSEDES EXHIBIT D DATED N/A

Legal Approved by SEH, Asset Planning Approved by JDH, Credit Approved by FOK

Statement of Negotiated Rates 1/2/3

Customer Name: BP ENERGY COMPANY

Service Agreement: 911236

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2015 and terminates on March 31, 2016

Rate Schedule: FT-1 (Marietta)

MDQ: 20,000 Dth / d

Primary Receipt Points: M&R 73703, Williams – Transco, Lower Chanceford – York Co., PA.

Primary Delivery Points: M&R 79965, Marietta Extension H/L

Reservation Rate: During the Term of this Negotiated Rate Agreement, Customer shall pay a **Base Negotiated Reservation Rate** equal to a fixed monthly Reservation Charge of \$1.5208 / Dth / month of Customer's MDQ under Contract No. 911236.

Additionally, Customer will pay a **Daily Base Rate Adder** which shall be applied each Day to each Dth of Customer's scheduled delivered quantity for the Day under the Service Agreement plus each Dth of all related replacement customers' (replacement customers receiving service on capacity subscribed under the Service Agreement) scheduled delivered quantities for the Day under the related replacement customers' service agreements.

The **Daily Base Rate Adder** for all quantities, shall be the product of (I) 50% and (II) the greater of 1) zero or 2) the difference between (i) **Transco, Zone 6, non-N.Y. North GDA** and (ii) the sum of (A) **Tx. Eastern, M-3 GDA** plus (B) **Texas Eastern FT-1 (Marietta) Fuel and Commodity Charges** plus (C) **\$0.20**

Where

GDA is the Midpoint price as published in Platts Gas Daily daily price survey for the applicable Day.

Texas Eastern FT-1 (Marietta) Fuel and Commodity Charges is as defined in Pipeline's Tariff (with fuel converted to cents per Dth assuming applicable Tx. Eastern, M-3 GDA)

Usage Rate: During the Term of this Negotiated Rate Agreement, Customer shall pay the applicable maximum recourse usage rates, as reflected on the currently effective Statement of Rates for Rate Schedule FT-1 (Marietta) and as described in Sections 2.2 and 2.3 of Rate Schedule FT-1 (Marietta). Customer shall also pay all applicable charges/surcharges for service under the Service Agreement.

Fuel: During the Term of this Negotiated Rate Agreement, Customer shall pay the recourse Applicable Shrinkage Percentage (including lost and unaccounted for) applicable to service under Rate Schedule FT-1 (Marietta) as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism.

Footnotes:

1/ This negotiated rate agreement is part of a non-conforming Service Agreement

2/ This negotiated rate shall apply only to service under Contract No. 911236, up to Customer's MDQ specified above, and using the points designated herein and secondary points on the Marietta Extension in Texas Eastern's Market Area 3; provided if Customer changes its primary points listed above, without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum rate for FT-1 (Marietta) service shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.

3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism for the recovery of direct or indirect costs not reflected in Pipeline's FERC approved FT-1 (Marietta) rates at the time of execution of this Negotiated Rate Agreement, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operation.

3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Arkansas Western Gas Company	400184	SS-1	05/01/1994
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company d/b/a National Grid	400225	SS-1	11/01/1999
BP Energy Company	911236	FT-1	03/01/2015
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
CenterPoint Energy Services, Inc.	910661	FT-1	11/01/2010
Chesapeake Energy Marketing, Inc.	910952	FT-1	11/01/2013
Chevron U.S.A Inc.	911109	FT-1	2/
Chief Oil & Gas LLC	911187	FT-1	11/01/2014
Colonial Gas Company d/b/a National Grid	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
ConocoPhillips Company	910662	FT-1	11/01/2010
ConocoPhillips Company	910882	FT-1	11/01/2011
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
Consolidated Edison Company of New York, Inc.	910950	FT-1	11/01/2013
Dominion Transmission, Inc.	800317	FT-1	12/01/2012
Enerplus Resources (USA) Corporation	911186	FT-1	11/01/2014
Entergy Arkansas, Inc.	910941	MLS-1	1/
EQT Energy, LLC	910900	FT-1	03/01/2012
EQT Energy, LLC	911108	FT-1	2/
Liberty Utilities (Midstates)	400245	SS-1	08/01/2012
Liberty Utilities (Midstates)	400246	SS-1	08/01/2012
Liberty Utilities (New England Natural Gas Company) Corp	400187	SS-1	09/01/1994
Narragansett Electric Company (The) d/b/a National Grid	331722	FTS-7	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	331819	FTS-8	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	400185	SS-1	05/01/1994
Narragansett Electric Company (The) d/b/a National Grid	400221	SS-1	06/01/1996
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994
Paulsboro Refining Company LLC	800526	FT-1	12/04/1998
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL EnergyPlus, LLC	910663	FT-1	11/01/2010
PSEG Power, LLC	400241	SS-1	11/01/2007
Shell Energy North America (US), L.P.	910791	FT-1	10/01/2010
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
Statoil Natural Gas, LLC	910953	FT-1	11/01/2013
Tug Hill Marcellus, LLC	911189	FT-1	11/01/2014
UGI Central Penn Gas, Inc.	400190	SS-1	05/01/1994
Union Electric Company DBA Ameren Missouri	400211	SS-1	05/01/1999
Union Electric Company DBA Ameren Missouri	400237	SS-1	07/01/2006
Union Electric Company DBA Ameren Missouri	800241	CDS	11/01/1997
Union Electric Company DBA Ameren Missouri	800242	FT-1	11/01/1997
Yankee Gas Services Company	400191	SS-1	09/01/1994

- 1/ This agreement will become effective upon the permanent release of capacity under Contract No. 910757 to Entergy Arkansas, Inc.
- 2/ This agreement will become effective upon the date on which the TEAM 2014 Project facilities are placed into service.

Texas Eastern Transmission, LP

FERC NGA Gas Tariff

Filed Agreements

Effective on March 1, 2015

(Version 0.0.0, Section 23.) BP Energy– contract 911236

Option Code "A"

SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

Date: _____,

Contract No. 911236-R1

1

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and BP ENERGY COMPANY ("Customer"). 2

WHEREAS, Customer desires Pipeline to transport natural gas for Customer's account on a firm basis pursuant to the terms and conditions of Pipeline's Rate Schedule FT-1; and

WHEREAS, Pipeline desires to transport natural gas for Customer's account on a firm basis pursuant to the terms and conditions of Pipeline's Rate Schedule FT-1;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof. 4
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.













3. This Agreement shall be effective on March 1, 2015 and shall continue for a term ending on and including March 31, 2016 ("Primary Term") 5 and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay 10 or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff. 11

4. Maximum rates, charges, and fees shall be applicable 11 to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the

Summary of Comments on Service Agreement for 911236

Page: 1

	Number: 1 911236-R1	Author: #1. (9 chars) Inserted	Date: 2/23/2015 10:03:06 AM
	Number: 2 BP ENERGY COMPANY	Author: #2. (18 chars) Inserted	Date: 2/23/2015 10:03:06 AM
	Number: 3 [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.] [In the event that the capacity was awarded as Interim Capacity pursuant to Section 3.11(F) of the General Terms and Conditions of Pipeline's Tariff, the following language will be included as a Whereas clause in Customer's Agreement: "The service provided to Customer under this Agreement will utilize capacity that was acquired by Customer as Interim Capacity pursuant to the provisions of Section 3.11(F) of the General Terms and Conditions of Pipeline's Tariff."]	Author: #3. (863 chars) Changed From	Date: 2/23/2015 10:03:06 AM
	Number: 4 [In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Texas Eastern and Customer related to this Agreement. "]	Author: #4. (423 chars) Deleted	Date: 2/23/2015 10:03:06 AM
	Number: 5 _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Customer and Pipeline]	Author: #5. (412 chars) Changed From	Date: 2/23/2015 10:03:06 AM
	Number: 6 _____ [or, when applicable, shall continue for a term of _____ years"]	Author: #6. (83 chars) Changed From	Date: 2/23/2015 10:03:06 AM
	Number: 7 [In the event that the capacity was awarded as Interim Capacity pursuant to Section 3.11(F) of Pipeline's Tariff, the following phrase will be included in Customer's Agreement: ", but in no event beyond _____"]	Author: #7. (216 chars) Deleted	Date: 2/23/2015 10:03:06 AM
	Number: 8 _____	Author: #8. (11 chars) Changed From	Date: 2/23/2015 10:03:06 AM
	Number: 9 [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements]	Author: #9. (416 chars) Deleted	Date: 2/23/2015 10:03:06 AM
	Number: 10 [In the event that Pipeline and Customer agree to a fixed term, the evergreen and notice of termination language shall be omitted.]	Author: #10. (132 chars) Deleted	Date: 2/23/2015 10:03:06 AM
	Number: 11 [In the event that the capacity was awarded as Interim Capacity pursuant to Section 3.11(F) of the General Terms and Conditions of Pipeline's Tariff, the previous paragraph will be replaced with the following language: "This Agreement does not qualify as a ROFR Agreement, as such term is defined in Section 1 of the General Terms and Conditions of Pipeline's Tariff."]	Author: #11. (369 chars) Deleted	Date: 2/23/2015 10:03:06 AM
	Number: 12	Author: #12. (11 chars) Inserted	Date: 2/23/2015 10:03:06 AM

Comments from page 1 continued on next page

SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

Date: _____,

Contract No. 911236-R1

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and BP ENERGY COMPANY ("Customer").

WHEREAS, Customer desires Pipeline to transport natural gas for Customer's account on a firm basis pursuant to the terms and conditions of Pipeline's Rate Schedule FT-1; and

WHEREAS, Pipeline desires to transport natural gas for Customer's account on a firm basis pursuant to the terms and conditions of Pipeline's Rate Schedule FT-1;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof. ▲
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on March 1, 2015 and shall continue for a term ending on and including March 31, 2016 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice prior to the end of the Primary Term or any successive term thereof. ▲ This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff. ▲

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the

agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.

5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline: TEXAS EASTERN TRANSMISSION, LP
5402 WESTHEIMER COURT
HOUSTON, TX 77056-5310

Customer: BP ENERGY COMPANY
2013 ELIOS WAY
HOUSTON, TX 77079

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of TEXAS, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

None
5

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


BP ENERGY COMPANY
6


TEXAS EASTERN TRANSMISSION, LP
 by its General Partner
 Spectra Energy Transmission Services, LLC


By: _____


By: _____

Page: 2


 Number: 1 Author: #18. (113 chars) Inserted Date: 2/23/2015 10:03:07 AM
Contract No.: 911236-R1
Page 2 of 2
Legal Approved by SEH, Asset Planning Approved by JDH, Credit Approved by FOK

 Number: 2 Author: #13. (75 chars) Inserted Date: 2/23/2015 10:03:07 AM
TEXAS EASTERN TRANSMISSION, LP
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310

 Number: 3 Author: #14. (50 chars) Inserted Date: 2/23/2015 10:03:07 AM
BP ENERGY COMPANY
201 HELIOS WAY
HOUSTON, TX 77079

 Number: 4 Author: #15. (22 chars) Changed From Date: 2/23/2015 10:03:07 AM

 Number: 5 Author: #16. (36 chars) Changed From Date: 2/23/2015 10:03:07 AM
[None or an appropriate description]

 Number: 6 Author: #17. (18 chars) Inserted Date: 2/23/2015 10:03:07 AM
BP ENERGY COMPANY

**EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
1 DATED _____**

Exhibit A Effective Date: 03/01/2015
2


<u>* 73703</u>	<u>WILLIAMS-TRANSCO, LOWER</u>	<u>20.000</u>	<u>TRANSCO PL</u>	<u>TRANSCO PL</u>	<u>TRANSCO PL</u>
<u>3</u>	<u>CHANCEFORD-YORK CO., PA.</u>				
	<u>YORK CO., PA</u>				

(2) Customer shall have Pipeline's Master Location List ("MLL"). Customer hereby agrees that Pipeline's MLL as revised and published by Pipeline from time to time is incorporated herein by reference.


Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

<u>M3 to M3</u>	<u>20.000</u>
<u>4</u>	

* Receipts at Williams - Transco, Lower Chanceford - York Co., PA (Meter 73703) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of Transcontinental Gas Pipe Line Company, LLC ("TRANSCO PL") to the delivery of such volumes. Arrangements for deliveries by TRANSCO PL shall be the sole responsibility of Customer.

 Number: 1 Author: #1. (24 chars) Changed From Date: 2/23/2015 10:03:09 AM

 Number: 2 Author: #2. (16 chars) Changed From Date: 2/23/2015 10:03:09 AM

 Number: 3 Author: #3. (109 chars) Inserted Date: 2/23/2015 10:03:09 AM

* 73703 WILLIAMS-TRANSCO, LOWER
CHANCEFORD-YORK CO., PA.
YORK CO., PA
20,000 TRANSCO PL TRANSCO PL TRANSCO PL

 Number: 4 Author: #4. (565 chars) Changed From Date: 2/23/2015 10:03:09 AM

[NOTICE: The Maximum Daily Receipt Obligation at any Point of Receipt may also be further limited by a specified aggregate MDRO ("AMDRO"), as applicable, where the same Point(s) of Receipt is(are) reflected as a Point of Receipt on one or more of Customer's Service Agreements.]
[NOTICE: Additional information may be included where the Transportation Path cannot be clearly identified from the MDRO and the Transportation Path set forth on Exhibit A to Customer's FT-1 Service Agreement and/or the MDDO set forth on Exhibit B to Customer's FT-1 Service Agreement.]

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED N/A

Legal Approved by SEH, Asset Planning Approved by 1 DH, Credit Approved by FOK



Number: 1

Author: #5. (21 chars) Changed From

Date: 2/23/2015 10:03:09 AM

EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
1 DATED _____

Exhibit B Effective Date: 03/01/2015
2

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth) <u>3</u>	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
<u>79965</u> <u>4</u>	<u>MARIETTA EXTENSION H/L</u> <u>LANCASTER CO., PA</u>	<u>20,000</u>	<u>AT SUCH PRESSURE</u> <u>AVAILABLE IN PIPELINE'S</u> <u>FACILITIES AT THE POINT</u> <u>OF DELIVERY NOT TO</u> <u>EXCEED THE MAXIMUM</u> <u>ALLOWABLE OPERATING</u> <u>PRESSURE OF THE</u> <u>PIPELINE</u>	<u>TX EAST TRAN</u>	<u>TX EAST</u> <u>TRAN</u>	<u>TX EAST TRAN</u>

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by SEH, Asset Planning Approved by JDH
5 Credit Approved by FOK






	Number: 1	Author: #1. (24 chars) Changed From	Date: 2/23/2015 10:03:11 AM
	Number: 2	Author: #2. (16 chars) Changed From	Date: 2/23/2015 10:03:11 AM
	Number: 3 (dth) [Maximum Hourly Quantity]	Author: #3. (31 chars) Deleted	Date: 2/23/2015 10:03:11 AM
	Number: 4	Author: #4. (571 chars) Changed From	Date: 2/23/2015 10:03:11 AM
	[NOTICE: [NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's Service Agreements.] In the event that Customer and Pipeline have reached an agreement for an MHQ at a Point of Delivery under Customer's Service Agreement, the column heading Maximum Hourly Quantity will be included in Exhibit B to Customer's Service Agreement, followed by Customer's MHQ.]		
	Number: 5	Author: #5. (21 chars) Changed From	Date: 2/23/2015 10:03:11 AM

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
DATED _____

Exhibit C Effective Date: 03/01/2015


ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3
STX										
ETX										
WLA										
ELA										
M1-24					Not Applicable					
M1-30										
M2-24										
M2-30										
M2										
M3										

 Number: 1 Author: #1. (40 chars) Changed From Date: 2/23/2015 10:03:11 AM
EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY


 Number: 2 Author: #2. (24 chars) Changed From Date: 2/23/2015 10:03:11 AM

 Number: 3 Author: #3. (1441 chars) Changed From Date: 2/23/2015 10:03:11 AM

[INSTRUCTIONAL NOTES - NOT TO BE INCLUDED IN CUSTOMER'S SERVICE AGREEMENT:

1. For a Service Agreement on which the Transportation Path reflected on Exhibit A runs in a south to north direction from the Access Area to the Market Area and the Access Area Zone Boundary Entry and Exit Quantities are subject to the Operational Segment Capacity Entitlements recalculation provision of Section 9.1 of the General Terms and Conditions of Pipeline's FERC Gas Tariff ("Section 9.1 Recalculation"), this Exhibit C shall be populated with the applicable Zone Boundary Entry Quantities into M1 from ETX and ELA along with the applicable Zone Boundary Entry Quantities and Zone Boundary Exit Quantities within the Market Area Zones. The applicable Zone Boundary Entry Quantities and Zone Boundary Exit Quantities within the Access Area Zones will be displayed in the LINK® System.
2. For all other Service Agreements, with the exception of those with a Transportation Path that is solely in the Access Area and is subject to the Section 9.1 Recalculation, this Exhibit C will be populated with all applicable Zone Boundary Entry Quantities and Zone Boundary Exit Quantities.
3. For those Service Agreements with a Transportation Path that is solely in the Access Area and is subject to the Section 9.1 Recalculation, the applicable Zone Boundary Entry Quantities and Zone Boundary Exit Quantities will be displayed in the LINK® System.]

 Number: 4 Author: #4. (14 chars) Inserted Date: 2/23/2015 10:03:11 AM
Not Applicable

 Number: 5 Author: #5. (37 chars) Inserted Date: 2/23/2015 10:03:11 AM
Page 1 of 2 Contract No.: 911236-R1C1

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,**

**ZONE BOUNDARY EXIT QUANTITY
Dth/D**

TO



FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M2-24	M2-30	M2	M3
STX										
ETX										
WLA										
ELA										
M1-24					Not Applicable					
M1-30										
M2-24										
M2-30										
M2										
M3										

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED N/A
2

	Number: 1	Author: #6. (14 chars) Inserted	Date: 2/23/2015 10:03:11 AM
	Not Applicable		
	Number: 2	Author: #7. (21 chars) Changed From	Date: 2/23/2015 10:03:11 AM

**EXHIBIT D, TRANSPORTATION QUANTITIES,
DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND BP ENERGY COMPANY ("Customer")
DATED _____**

Exhibit D Effective Date: 03/01/2015
2

MAXIMUM DAILY QUANTITY (MDQ): 20,000 Dth
Dth Period 3

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by N/A Dth as of N/A or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.
4 5 6


Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.


PIPELINE: _____

CUSTOMER: _____


SUPERSEDES EXHIBIT D DATED N/A
7


Legal Approved by SEH, Asset Planning Approved by JDH, Credit Approved by FOK


 Number: 1 Author: #1. (24 chars) Changed From Date: 2/23/2015 10:03:12 AM


 Number: 2 Author: #2. (16 chars) Changed From Date: 2/23/2015 10:03:12 AM

 Number: 3 Author: #3. (7 chars) Inserted Date: 2/23/2015 10:03:12 AM
20,000

 Number: 4 Author: #4. (15 chars) Changed From Date: 2/23/2015 10:03:12 AM

 Number: 5 Author: #5. (16 chars) Changed From Date: 2/23/2015 10:03:12 AM

 Number: 6 Author: #6. (101 chars) Changed From Date: 2/23/2015 10:03:12 AM
____ [Notice
period to be not less than the notice period required to terminate the entire contract]

 Number: 7 Author: #7. (21 chars) Changed From Date: 2/23/2015 10:03:12 AM

APPENDIX B

NEGOTIATED RATE AGREEMENT

TEXAS EASTERN TRANSMISSION, LP
5400 Westheimer Court
Houston, TX 77056-5310
713.627.5400 main

Mailing Address:
P.O. Box 1642
Houston, TX 77251-1642



February 23, 2015

Joe Whelan
BP Energy Company
201 Helios Way
Houston, TX 77079

Re: Rate Schedule FT-1 (Marietta) Service Agreement (Contract No. 911236) – Negotiated Rate

Dear Joe:

By this transmittal letter, Texas Eastern Transmission, LP ("TETLP") and BP Energy Company ("BP") are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule FT-1 (Marietta) Service Agreement.

TETLP and BP hereby agree that the provisions on the attached pro forma Statement of Negotiated Rates reflect the terms of their agreement, including the effectiveness of the negotiated rate. After execution of this letter by both TETLP and BP, TETLP shall file a Statement of Negotiated Rates with the Commission containing rate-related provisions identical to those provisions on the attachment in accordance with Section 29 of the General Terms and Conditions of the TETLP tariff.

If the foregoing accurately sets forth your understanding of the matter covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.

Sincerely,

Texas Eastern Transmission, LP
By Spectra Energy Transmission Services, LLC
Its General Partner

A large, stylized handwritten signature in blue ink, likely belonging to a representative of Spectra Energy Transmission Services, LLC.

ACCEPTED AND AGREED TO
THIS __ DAY OF February, 2015

BP Energy Company

A handwritten signature in blue ink, likely belonging to Joe Whelan.
Name: Joe Whelan
Title: Trader

Statement of Negotiated Rates 1/2/3

Customer Name: BP ENERGY COMPANY

Service Agreement: 911236

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2015 and terminates on March 31, 2016

Rate Schedule: FT-1 (Marietta)

MDQ: 20,000 Dth / d

Primary Receipt Points: M&R 73703, Williams – Transco, Lower Chanceford – York Co., PA.

Primary Delivery Points: M&R 79965, Marietta Extension H/L

Reservation Rate: During the Term of this Negotiated Rate Agreement, Customer shall pay a **Base Negotiated Reservation Rate** equal to a fixed monthly Reservation Charge of \$1.5208 / Dth / month of Customer's MDQ under Contract No. 911236.

Additionally, Customer will pay a **Daily Base Rate Adder** which shall be applied each Day to each Dth of Customer's scheduled delivered quantity for the Day under the Service Agreement plus each Dth of all related replacement customers' (replacement customers receiving service on capacity subscribed under the Service Agreement) scheduled delivered quantities for the Day under the related replacement customers' service agreements.

The **Daily Base Rate Adder** for all quantities, shall be the product of (I) 50% and (II) the greater of 1) zero or 2) the difference between (i) **Transco, Zone 6, non-N.Y. North GDA** and (ii) the sum of (A) Tx. Eastern, M-3 GDA plus (B) Texas Eastern FT-1 (Marietta) Fuel and Commodity Charges plus (C) **\$0.20**

Where

GDA is the Midpoint price as published in Platts Gas Daily daily price survey for the applicable Day,

Texas Eastern FT-1 (Marietta) Fuel and Commodity Charges is as defined in Pipeline's Tariff (with fuel converted to cents per Dth assuming applicable Tx. Eastern, M-3 GDA)

Usage Rate:

During the Term of this Negotiated Rate Agreement, Customer shall pay the applicable maximum recourse usage rates, as reflected on the currently effective Statement of Rates for Rate Schedule FT-1 (Marietta) and as described in Sections 2.2 and 2.3 of Rate Schedule FT-1 (Marietta). Customer shall also pay all applicable charges/surcharges for service under the Service Agreement.

Fuel:

During the Term of this Negotiated Rate Agreement, Customer shall pay the recourse Applicable Shrinkage Percentage (including lost and unaccounted for) applicable to service under Rate Schedule FT-1 (Marietta) as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism.

Footnotes:

- 1/ This negotiated rate agreement is part of a non-conforming Service Agreement
- 2/ This negotiated rate shall apply only to service under Contract No. 911236, up to Customer's MDQ specified above, and using the points designated herein and secondary points on the Marietta Extension in Texas Eastern's Market Area 3; provided If Customer changes its primary points listed above, without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum rate for FT-1 (Marietta) service shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.
- 3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism for the recovery of direct or indirect costs not reflected in Pipeline's FERC approved FT-1 (Marietta) rates at the time of execution of this Negotiated Rate Agreement, including by not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operation.

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Texas Eastern Transmission, LP and interested state commissions that have requested electronic service. A paper copy of this filing may only be served if a customer or state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations.

Dated at Houston, Texas this 27th day of February, 2015.

/s/ Marcy L. McCain

Marcy L. McCain

On behalf of

Texas Eastern Transmission, LP