**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



May 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 Act ("NGA")<sup>1</sup> and Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission") promulgated thereunder,<sup>2</sup> 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 July 1, 2015.

## STATEMENT OF NATURE, REASONS AND BASIS

Section 3.18 of the General Terms and Conditions ("GT&C") of the Tariff contains a list of service agreements that contain material deviations from the *pro forma* service agreement that was in effect at the time that each of the listed service agreements was executed. Texas Eastern is proposing to update this list by deleting four agreements that have terminated by their own terms. As related changes, the contents of Sections 24 through 27 of the Filed Agreements Tariff, which contain the executed service agreements, are being deleted and the records are reserved for future use.

#### PROPOSED EFFECTIVE DATE

Texas Eastern proposes that the tariff records filed herein become effective on July 1, 2015. Texas Eastern respectfully requests any 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.

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<sup>&</sup>lt;sup>1</sup> 15 U.S.C. §§ 717c and 717f.

<sup>&</sup>lt;sup>2</sup> 18 C.F.R. Pt. 154 (2014).

## **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.

### 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

and

Ms. Kimberly D. Bose, Secretary May 27, 2015 Page 3

> \* Emily L. Strait, Counsel Texas Eastern Transmission, LP P. O. Box 1642 Houston, TX 77251-1642

Phone: (713) 627-5053 Email: <u>elstrait@spectraenergy.com</u>

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

<sup>\*</sup> Parties to be designated on the Commission's Official Service List.

## **APPENDIX A**

## TEXAS EASTERN TRANSMISSION, LP Eighth Revised Volume No. 1

<u>Version</u>	Section (Description & Title)
	Part 6 – General Terms and Conditions
25.0.0	3.18 Materially Non-Conforming Agreements

## TEXAS EASTERN TRANSMISSION, LP Filed Agreements

<b>Version</b>	<u>Secti</u>	on (Description & Title)
1.0.0	24.	Reserved for Future Use
1.0.0	25.	Reserved for Future Use
1.0.0	26.	Reserved for Future Use
1.0.0	27.	Reserved for Future Use

## 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/
Infinite Energy Inc	911250	FT-1	04/13/2015
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

Issued on: May 27, 2015 Effective on: July 1, 2015

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
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
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

<sup>1/</sup> This agreement will become effective upon the permanent release of capacity under Contract No. 910757 to Entergy Arkansas, Inc.

Issued on: May 27, 2015 Effective on: July 1, 2015

<sup>2/</sup> This agreement will become effective upon the date on which the TEAM 2014 Project facilities are placed into service.

**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on July 1, 2015

(Version 1.0.0, Section 24.) Reserved for Future Use

**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on July 1, 2015

(Version 1.0.0, Section 25.) Reserved for Future Use

**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on July 1, 2015

(Version 1.0.0, Section 26.) Reserved for Future Use

**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on July 1, 2015

(Version 1.0.0, Section 27.) Reserved for Future Use

## 3.18 Materially Non-Conforming Service Agreements

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Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
Castleton Commodities Merchant Trading L.P.	911245	FT 1	04/01/2015
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
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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
DTE Energy Trading, Inc.	911248	<u>FT 1</u>	04/01/2015
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/
Infinite Energy Inc	911250	FT-1	04/13/2015
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

Issued on: May 27, 2015 Effective on: July 1, 2015

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New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
NextEra Energy Power Marketing, LLC	911247	FT-1	04/01/2015
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
Twin Eagle Resource Management, LLC	911246	FT 1	<del>04/01/2015</del>
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

<sup>1/</sup> This agreement will become effective upon the permanent release of capacity under Contract No. 910757 to Entergy Arkansas, Inc.

Issued on: May 27, 2015 Effective on: July 1, 2015

<sup>2/</sup> This agreement will become effective upon the date on which the TEAM 2014 Project facilities are placed into service.

**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on April July 1, 2015

(Version-0.0.0 1.0.0, Section 24.) Castleton Commodities contract 911245 Reserved for Future Use

#### SERVICE AGREEMENT FOR RATE SCHEDULE FT-1

Date 1 (a) Contract No. 911245-R1

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and CASTLETON COMMODITIES MERCHANT TRADING L.P. ("Customer").

WHEREAS, Pipeline and Customer have agreed to FT-1 Service as more particularly described herein;

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

- 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 April 1, 2015 and shall continue for a term ending on and including April 30, 2015 ("Primary Term"). 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 cests 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.

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

CASTLETON COMMODITIES MERCHANT TRADING L.P.

811 MAIN STREET SUITE 3500

HOUSTON, TX 77002

- 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.
- 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.

by its General Partner

Spectra Energy Transmission Services, LLC

CASTLETON COMMODITIES MERCHANT TRADING TEXAS EASTERN TRANSMISSION, LP

P by its General Partner

Castleton Commodities GP LLC

**Authorized Signatory** 

#### **EXHIBIT A, TRANSPORTATION PATHS**

FOR BILLING PURPOSES, DATED 4/1/15

TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1

BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")

AND CASTLETON COMMODITIES MERCHANT TRADING L.P. ("Customer")

DATED 4/1/15

Exhibit A Effective Date: 04/01/2015

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

Point of		Maximum Daily Receipt Obligation	Measurement			
Receipt	Description	Shrinkage) (dth)	Responsibilitie	<del>Operator</del>		
<del>71299*</del>	EAST TENN GAS - HARTSVILLE, TN TROUSDALE CO , TN	10,000	TX EAST TRAN	EAST TENN	EAST TENN	

(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 Usantity
M1 to M2

Transportation Path Quantity
40.000

\*Receipts at East Tennsee Gas - Hartsville, TN (Meter 71299) shall be by displacement and if displacement is not avialable, by physical flow, if possible, subject to the agreement of East Tennessee Natural Gas, LLC ("ETNG") to the delivery of such volumes. Agreements for deliveries by ETNG shall be the sole responsibility of Customer

CUSTOMER:

Legal VERSEDES FX JBSTA DATED ANAVed by JDH, Credit Approved by PC

Page 1 of 1 Contract No.: 911245-R1A1

# EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_\_, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND CASTLETON COMMODITIES MERCHANT TRADING L.P. ("Customer") DATED \_\_\_\_\_\_\_,

Exhibit B Effective Date 04/01/2015

Point of	P	<del>Maximum Daily</del> <del>Delivery</del>	Delivery Pressure	Measurement		
<del>Delivery</del>	<del>Description</del>	Obligation (dth)	Obligation	Responsibilities	-Owner	<del>Operator</del>
<del>75506</del> ,	COLUMBIA GULF-TETCO INTERCONNECT-ADAIR CO KY (D73806/R73506) ADAIR CO , KY	10,000	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	COLUMBIA GU

CUSTOMER: WHITE

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by PC

## 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 CASTLETON COMMODITIES MERCHANT TRADING L.P. ("Customer")

DATED 4/1/15

Exhibit C Effective Date 04/01/2015

### **ZONE BOUNDARY ENTRY QUANTITY** Dth/D

TO

		***								
FROM	STX	ETX	WLA	ELA	M1-24	M1-30	W2-24	<del>M2-30</del>	<b>M2</b>	W3
STX										
ETX					*.					
WLA										
ELA										
<del>M1-24</del>										
<del>M1-30</del>								10,000		
M2-24										,
M2-30		•							,	
<del>M2</del>								**		1
M3										

## AND ZONE BOUNDARY EXIT QUANTITY, DATED

## ZONE BOUNDARY EXIT QUANTITY Dth/D

TO

FROM	STX	ETX	WLA	LA	M1-24	M1-30	M2-24	M2-30	M2	M3
(A) 44 (A)									3)	
STX										
ETX										
			1			2				
WLA										
ELA										
NI4 04										
M1-24								*		
M1-30								10,000		
M2-24	-			-						
<del>(VIZ-Z4</del>										
M2-30										
M2										
M3										

SIGNED FOR IDENTIFICATION

CUSTOMER:

SUPERSEDES EXHIBIT C DATED N/A

## **EXHIBIT D, TRANSPORTATION QUANTITIES,**

DATED WING,

TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND CASTLETON COMMODITIES MERCHANT TRADING L.P. ("Customer")

DATED 4/15

Exhibit D Effective Date: 04/01/2015

MAXIMUM DAILY QUANTITY (MDQ): 10,000 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.

CUSTOMER.

SUPERSEDES EXHIBIT D DATED N/A

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by PC

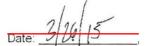
Page 1 of 1 Contract No.: 911245-R1D1

**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on April July 1, 2015

(Version-0.0.0 1.0.0, Section 25.) Twin Eagle Resource Management contract 911246 Reserved for Future Use



#### SERVICE AGREEMENT FOR RATE SCHEDULE FT-1

Contract No. 911246-R1

#### SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP,("Pipeline") and TWIN EAGLE RESOURCE MANAGEMENT, LLC ("Gustomer").

WHEREAS, Pipeline and Customer have agreed to FT-1 Service as more particularly described herein;

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

- 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 April 1, 2015 and shall continue for a term ending on and including April 30, 2015 ("Primary Term"). 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.

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:

TWIN EAGLE RESOURCE MANAGEMENT 8847 W. SAM HOUSTON PKWY, NORTH HOUSTON, TX. 77040

- 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.

TWIN EAGLE RESOURCE MANAGEMENT, LLC

TEXAS EASTERN TRANSMISSION, LP

Ceneral Partner

#### **EXHIBIT A, TRANSPORTATION PATHS**

FOR BILLING PURPOSES, DATED

TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1

BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")

AND TWIN EAGLE RESOURCE MANAGEMENT, LLC ("Customer")

DATED 4/1/15

Exhibit A Effective Date: 04/01/2015

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

<b>Point</b>		Receipt Obligation			
of		(plus Applicable	<b>Measurement</b>		
Receipt	Description	<del>Shrinkage)</del> <del>(dth)</del>	Responsibilitie	<del>s Owner</del>	Operator
<del>71299*</del>	EAST TENN GAS - HARTSVILLE, TN TROUSDALE CO. TN	10,000	TX EAST TRAN	EAST TENN	EAST TENN

**Maximum Daily** 

(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 W1 to M2 Transportation Path Quantity

\* Receipts at East Tennessee Cas - Hartsville, TN (Meter 71299) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of East Tennessee Natural Cas, LLC ("STNG") to the delivery of such volumes. Arrangements for deliveries by ETNG shall be the sole responsibility of Customer.

SIGNED FOR IDENTIFICATION

CUSTOMER:

LegaSAPFERSEDESAFXHABUT ANDAITEDAPHAved by JDH, Credit Approved by HVP

Page 1 of 1

Contract No.: 911246-R1A1

## 

Exhibit B Effective Date: 04/01/2015

Point	P	<del>Naximum Daily</del>				
of		<b>Delivery</b>	<b>Delivery Pressure</b>	Measurement		
<b>Delivery</b>	Description	<b>Obligation</b>	<b>Obligation</b>	Responsibilities	Owner	<b>Operator</b>
		<del>(dth)</del>				
<del>75506</del>	COLUMBIA GULF-TETCO INTERCONNECT-ADAIR CO. KY (D73806/R73506) ADAIR CO., KY	10,000	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	COLUMBIA GU

SIGNED FOR IDENTIFICATION

PIPELINE

CUSTOMER.

SUPERSEDES EXHIBIT B DATED N/A

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP

## EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY

AND ZONE BOUNDARY EXIT QUANTITY, DATED 4/1/15

TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")

AND TWIN EAGLE RESOURCE MANAGEMENT, LLC ("Customer")

Exhibit C Effective Date: 04/01/2015

## ZONE BOUNDARY ENTRY QUANTITY Dth/D



## EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY AND ZONE BOUNDARY EXIT QUANTITY, DATED 4

## ZONE BOUNDARY EXIT QUANTITY Dth/D

TO FROM STX **ETX** WLA ELA M1-24 M1-30 M2-24 M3 STX ETX WLA ELA M1-24 10 000 M1-30 M2-24 M2-30 **M2** M3

CUSTOMER:

SUPERSEDES EXHIBIT C DATED N/A

## EXHIBIT D, TRANSPORTATION QUANTITIES,

DATED 4/1/5

TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")

AND TWIN EAGLE RESOURCE MANAGEMENT, LLC ("Customer")

DATED

Exhibit D Effective Date: 04/01/2015

MAXIMUM DAILY QUANTITY (MDQ): 10,000 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.

SUPERSEDES EXHIBIT D DATED N/A

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by HVP

Page 1 of 1

Contract No.: 911246-R1D1

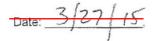
**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on April July 1, 2015

(Version-0.0.0 1.0.0, Section 26.) NextEra Energy Power Marketing contract 911247 Reserved for Future Use

#### SERVICE AGREEMENT FOR RATE SCHEDULE FT-1



Contract No. 911247-R1

#### SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and NEXTERA ENERGY POWER MARKETING, LLC ("Customer").

WHEREAS, Pipeline and Customer have agreed to FT-1 Service as more particularly described herein;

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

- 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 April 1, 2015 and shall continue for a term ending on and including April 30, 2015 ("Primary Term"). 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 feregoing, Customer does not agree that Pipeline shall have the unillateral 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

NEXTERA ENERGY POWER MARKETING, LLC 700 UNIVERSE BLVD JUNO BEACH, FL 33408 Customer:

- 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.
- 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.

NEXTERA ENERGY POWER MARKETING, LLC

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

# EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY AND ZONE BOUNDARY EXIT QUANTITY, DATED #/ //S TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND NEXTERA ENERGY POWER MARKETING, LLC ("Customer") DATED #/ #/ 5

Exhibit C Effective Date: 04/01/2015

## ZONE BOUNDARY ENTRY QUANTITY Dth/D

TO FROM STX M1-24 W2-24 **M2** W3 ETX WLA ELA M1-30 M2-30 STX ETX WLA FLΔ M1-24 10,000 M1-30 M2-24 M2 30 W3

Page 1 of 2 Contract No.: 911247-R1C1

## EXHIBIT B, POINT(S) OF DELIVERY, DATED 4/1/5, TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND NEXTERA ENERGY POWER MARKETING, LLC ("Customer") DATED 4/1/5

Exhibit B Effective Date: 04/01/2015

Point of	,	<del>Maximum Daily</del> <del>Delivery</del>	Delivery Pressure	Measurement		
<b>Delivery</b>	<del>Description</del>	Obligation (dth)	<del>Obligation</del>	Responsibilities	Owner	<del>Operator</del>
75506	COLUMBIA GULF-TETCO INTERCONNECT-ADAIR CO. KY (D73806/R73506) ADAIR CO., KY	10,000	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	COLUMBIA GU

SIGNED FOR IDENTIFICATION

CUSTOMER:

PIPELINE

SUPERSEDES EXHIBITY DAYED NA

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by PC

#### **EXHIBIT A, TRANSPORTATION PATHS**

FOR BILLING PURPOSES, DATED 4/1/15,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND NEXTERA ENERGY POWER MARKETING, LLC ("Customer")

DATED 4/1/15 -

Exhibit A Effective Date: 04/01/2015

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

<b>Point</b>		Receipt Obligation			
of Receipt	Description	<del>(plus Applicable</del> <del>Shrinkage)</del> ( <del>dth)</del>	Measurement Responsibilities	s Owner	Operator
71299*	EAST TENN GAS - HARTSVILLE, TN TROUSDALE CO. TN	10,000	TX EAST TRAN	EAST TENN	EAST TENN

**Maximum Daily** 

(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 Water M1 to M2 Transportation Path Quantity

\*Receipts at East Tennessee Gas - Hartsville, TN (Meter 71299) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of East Tennessee Matural Gas, LLC ("ETNG") to the delivery of such volumes. Arrangements for deliveries by ETNG shall be the sole responsibility of Customer.

SIGNED FOR IDENTIFICATION

Legal Approved by JDH, Credit Approved by PC

SUPERSEDES EXHIBITY DATED WA

Page 1 of 1

Contract No.: 911247-R1A1

## AND ZONE BOUNDARY ENTRY QUANTITY AND ZONE BOUNDARY EXIT QUANTITY, DATED

## ZONE BOUNDARY EXIT QUANTITY Dth/D

TO

-	<del>10</del>									
FROM	STX	ETX	WLA	ELA	M1-24	M1-30	W2-24	M2-30	W2	M3
STX										_
ETX										
WLA			1							
ELA										
M1-24										
M1-30			-					10,000	•	
M2-24								1		
M2-30										
M2		_							11.01.01.01.01	
M3					_		_			

CUSTOMER:
SUPERSEDES EXHIBIT C DATED N/A

## **EXHIBIT D, TRANSPORTATION QUANTITIES,**

DATED 4/1/15

TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND NEXTERA ENERGY POWER MARKETING, LLC ("Customer")

DATED 4/1/15

Exhibit D Effective Date: 04/01/2015

MAXIMUM DAILY QUANTITY (MDQ): 10,000 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.

CUSTOMER:

SUPERSEDES EXHIBIT DATED N/A

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved by PC

Page 1 of 1

Contract No.: 911247-R1D1

**FERC NGA Gas Tariff** 

**Filed Agreements** 

Effective on April July 1, 2015

(Version-0.0.0 1.0.0, Section 27.) **DTE Energy Trading contract 911248 Reserved for Future Use** 

## SERVICE AGREEMENT FOR RATE SCHEDULE FT-1

Contract No. 911248-R1

#### SERVICE AGREEMENT

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

WHEREAS, Pipeline and Customer have agreed to FT-1 Service as more particularly described herein;

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

- 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 April 1, 2015 and shall continue for a term ending on and including April 30, 2015 ("Primary Term"). 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 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 lenders 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.

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:

DTE ENERGY TRADING, INC. 414 S MAIN, SUITE 200 ANN ARBOR, MI 48104

- 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.
- 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.

RADING, INC

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



#### **EXHIBIT A, TRANSPORTATION PATHS**

FOR BILLING PURPOSES, DATED TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1 BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline") AND DTE ENERGY TRADING, INC. ("Customer")

DATED

Exhibit A Effective Date: 04/01/2015

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

Point of		Receipt Obligation	Measurement					
Receipt	Description	<del>Shrinkage)</del> ( <del>dth)</del>	Responsibilitie	s Owner	Operator			
<del>71299*</del>	EAST TENN GAS - HARTSVILLE, TN TROUSDALE CO., TN	10,000	TX EAST TRAN	EAST TENN	EAST TENN			

Maximum Daily

(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** M1 to M2 10.000

\*Receipts at East Tennessee Gas - Hartsville, TN (Meter 71299) shall be by displacement and if displacement is not available, by physical flow, if possible, subject to the agreement of East Tennessee Natural Gas, ETC ("ETNG") to the delivery of such volumes. Arrangements for deliveries by ETNG, shall be the sole responsibility of Customer.

CUSTOMER:

Legal Approved by KMC, Asset Planning Approved by JDH, Credit Approved SUPERSEDES EXHIBIT A DATED N/A

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Contract No.: 911248-R1A1

## 

DATED 4/1/5

Exhibit B Effective Date: 04/01/2015

Point 1	M	<del>aximum Daily</del>				
of		<del>Delivery</del>	Delivery Pressure	Measurement		
Delivery	- Description	Obligation (dth)	<b>Obligation</b>	Responsibilities	<del>-Owner</del>	<del>Operator</del>
<del>72536</del>	KENTUCKY ENERGY - METCALFE, KY METCALFE CO., KY	<del>1,088</del>	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	BURKESVILL E	BURKESVILLE
<del>75506</del>	COLUMBIA GULF-TETCO INTERCONNECT-ADAIR CO. KY (D73806/R73506) ADAIR CO., KY	<del>8,912</del>	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	COLUMBIA GU

SIGNED FOR INENT/FICATION

CUSTOMER:

Legal Approved by KMC, Asset Training Approved by DH, 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 DTE ENERGY TRADING, INC. ("Customer")

DATED 4/1/15

Exhibit C Effective Date: 04/01/2015

## 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										
<del>M1-30</del>								10,000		
M2-24										
M2-30										
M2										
<del>M3</del>										

## 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	<del>M2</del>	M3
STX										
ETX										
WLA										
ELA										
M1-24										
M1-30								10,000		
M2-24										
M2-30										
M2										
M3										

SIGNED FOR IDENTIFICATION

PIPELINE

000101112113

LA PART

SUPERSEDES EXHIBIT C DATED N/A

## **EXHIBIT D, TRANSPORTATION QUANTITIES,**

DATED 4/1/15 ,

TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")

AND DTE ENERGY TRADING, INC. ("Customer")

DATED 4/1/15

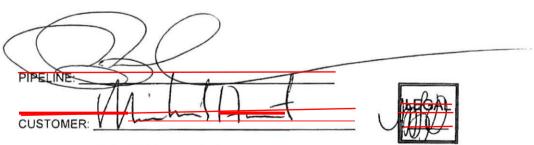
Exhibit D Effective Date: 04/01/2015

MAXIMUM DAILY QUANTITY (MDQ): 10,000 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.



SUPERSEDES EXHIBIT D DATED N/A

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

Page 1 of 1

Contract No.: 911248-R1D1

**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 27<sup>th</sup> day of May, 2015.

/s/ Marcy L. McCain

Marcy L. McCain

On behalf of

Texas Eastern Transmission, LP