



August 6, 2010

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

ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, TX 77002-2761

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.anrpl.com

Re: ANR Pipeline Company
Negotiated Rate Agreement Amendment
Docket No. RP10-_____ - _____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Subpart C of Part 154 of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”),¹ ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance amendments to negotiated rate service agreements entered into between ANR and BP Exploration & Production, Inc. (“BPEP”). The amendments filed herein at Appendix A include: Rate Schedule ITS Service Agreement Contract No. 108255; Rate Schedule ITS (Associated Liquifiabiles) Service Agreement Contract No. 108256; the negotiated rate letter agreement for Contract No. 108255; the negotiated rate letter agreement for Contract No. 108256; and the associated Red Hawk Lease Dedication Agreement, (collectively, the “July Amendments”). ANR requests that the Commission approve the July Amendments to be effective July 1, 2010. The amendments filed herein at Appendix B reflect the further assignment of the rights and interests in the contracts referenced above by BPEP to its affiliates, to be effective August 1, 2010 (collectively, the “August Amendments”). ANR is also submitting at Appendix C Fourteenth Revised Sheet No. 190A, which revises the listing of non-conforming agreements in ANR’s FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”), to be effective July 1, 2010.

¹ 18 C.F.R. § 154.204 (2010).

Correspondence

The names, titles and mailing addresses of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

* M. Catharine Davis
Associate General Counsel
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-5555
catharine_davis@transcanada.com

John A. Roscher
Director, Rates and Tariffs
* Joan F. Collins
Manager, Tariffs & Compliance
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5651
Fax (832) 320-6651
joan_collins@transcanada.com

* Persons designated for official service pursuant to Rule 2010.

Statement of Nature, Reasons and Basis For the Filing

On November 1, 2002, in Docket No. RP99-301-059, ANR filed with the Commission two negotiated rate letter agreements, the underlying transportation service agreements (Rate Schedule ITS Service Agreement No. 108255 and ITS [Associated Liquifiabiles] Service Agreement No. 108256), and the related Red Hawk Lease Dedication Agreement, all entered into between ANR and Ocean Energy, Inc. On November 26, 2002, the Commission issued an order that accepted the agreements and clarified that the lease dedication agreement represented a material deviation since ANR's Tariff contains no *pro forma* form of lease dedication agreement.² However, the Commission approved the lease dedication agreement as a component of the negotiated rate agreements since the lease dedication agreement is in the nature of a volumetric commitment in exchange for a lower rate. ANR subsequently listed the lease dedication agreement as a Commission-approved non-conforming agreement on Original Sheet No. 190A of its Tariff in a December 1, 2003, filing in Docket No. RP99-301-099.³

On May 8, 2006, in Docket No. RP99-301-142, ANR filed with the Commission a revised tariff sheet and amendments to each of the agreements previously accepted by the Commission in

² ANR Pipeline Company, 101 FERC ¶ 61,261 (2002).

Docket No. RP99-301-059 to reflect that Ocean Energy, Inc. had changed its name to Devon Energy Production Company, L.P (“Devon”). On June 1, 2006, the Commission issued an order accepting the revised tariff sheet and agreement amendments.⁴

On April 27, 2010, Devon completed a sale of certain oil and gas leases, wells, and related assets to BPEP. Included in the sale was Devon’s interest in those leases included in ANR’s Red Hawk Lease Dedication Agreement and the associated agreements and amendments accepted by the Commission in Docket Nos. RP99-301-059 and RP99-301-142 (described above). The July Amendments submitted in the instant filing at Appendix A reflect the assignment of Devon’s rights and interests in the negotiated rate letter agreements, the underlying transportation agreements and the Red Hawk Lease Dedication Agreement to BPEP, effective July 1, 2010. ANR is also submitting herein at Appendix C Fourteenth Revised Sheet No. 190A to revise the listing of non-conforming agreements in its Tariff to reflect the assignment of Devon’s rights and interests in the associated Red Hawk Lease Dedication Agreement to BPEP.

On August 1, 2010, BPEP further amended the contracts discussed above to reflect the assignment of BPEP’s rights and interests in the transportation agreements to its affiliates (August Amendments). ITS Agreement No. 108255 and the associated negotiated rate letter agreement have been assigned to BPEP’s affiliate, BP Energy Company. ITS Liquifiabiles Agreement No. 108256 and the associated negotiated rate letter agreement have been assigned to BPEP’s affiliate, BP America Production Company. Finally, BPEP’s Red Hawk Lease Dedication Agreement has been amended to reference BPEP’s assignment of the transportation agreements to its affiliates. The August Amendments are submitted herein in the instant filing at Appendix B, effective August 1, 2010.

ANR states that other than as provided herein, the agreements and amendments accepted by the Commission in Docket Nos. RP99-301-059 and RP99-301-142, respectively, have not changed in any manner.

³ The filing was approved by unpublished letter order issued on December 18, 2003.

⁴ *ANR Pipeline Company*, Docket No. RP99-301-142 (June 1, 2006) (unpublished letter order).

Effective Date and Request for Waiver

ANR respectfully requests that the Commission grant all waivers of its regulations and ANR's Tariff necessary to accept this filing and approve the July Amendments and Fourteenth Revised Sheet No. 190A to be effective July 1, 2010, and the August Amendments to be effective August 1, 2010.

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Material Enclosed

In accordance with 18 C.F.R. Section 154.7(a)(1) of the Commission's Regulations, ANR is submitting an original and five (5) copies of the items 1 through 7:

1. The instant transmittal letter;
2. The July Amendments (Appendix A);
3. The August Amendments (Appendix B);
4. The tariff sheet in clean and red line strikeout format (Appendix C); and
5. A computer diskette containing the required electronic filing information for the above-referenced filing.

Pursuant to 18 C.F.R. Section 385.2011 of the Commission's regulations, the undersigned states that the contents of the paper copies attached are true to the best of their knowledge and belief.

Certificate of Service

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. Section 385.2010, a copy of this filing, together with all enclosures, is being served upon all jurisdictional customers and interested state regulatory agencies.

Please confirm receipt of this filing by so indicating on the enclosed copy of this filing and returning it to me in the self addressed, stamped envelope provided.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully Submitted,

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

John A. Roscher
Director, Rates & Tariffs
ANR Pipeline Company

Appendix A

July Amendments

| <u>Amendment</u> | <u>Page(s)</u> |
|---|-----------------------|
| ITS Service Agreement (#108255) | 1 |
| ITS (Assoc. Liq.) Service Agreement (#108256) | 2 |
| Negotiated Rate Letter Agreement (#108255) | 3 & 4 |
| Negotiated Rate Letter Agreement (#108256) | 5 & 6 |
| Red Hawk Lease Dedication Agreement | 7 & 8 |

Contract No: 108255
Amendment No: 03

AMENDMENT

Date: July 01, 2010

"Transporter": ANR PIPELINE COMPANY

"Shipper": BP EXPLORATION AND PRODUCTION, INC

ITS Contract No. 108255 dated November 01, 2002 ("Agreement") between Transporter and Shipper is amended effective July 01, 2010 as follows:

Shipper has advised that this Agreement has been transferred from Devon Energy Production Company, L.P., to BP Exploration & Production, Inc. This Agreement is hereby amended to reflect such change.

All other terms and conditions of the Agreement shall remain in full force and effect.

BP EXPLORATION AND PRODUCTION, INC

"Shipper"

By: *RITA L*

Title: Attorney-in-fact

Date: July 2, 2010

ANR PIPELINE COMPANY

"Transporter"

By: *Joseph E. Pollard*

Title: Director, - Commercial Services

Date: 7/26/10

*20 7/19/10
20 7/23/10*

Contract No: 108256
Amendment No: 03

AMENDMENT

Date: July 01, 2010

"Transporter": ANR PIPELINE COMPANY

"Shipper": BP EXPLORATION AND PRODUCTION, INC

ITS Contract No. 108256 dated November 01, 2002 ("Agreement") between Transporter and Shipper is amended effective July 01, 2010 as follows:

Shipper has advised that this Agreement has been transferred from Devon Energy Production Company, L.P., to BP Exploration & Production, Inc. This Agreement is hereby amended to reflect such change.

All other terms and conditions of the Agreement shall remain in full force and effect.

BP EXPLORATION AND PRODUCTION, INC

"Shipper"

M.T.

By: Petruscel

Title: Attorney-in-fact

Date: July 2, 2010

ANR PIPELINE COMPANY

"Transporter"

By: Joseph E Pollard

Title: Director, - Commercial Services

Date: 7/26/10

RD 7/20/10
ES 7/23/10



ANR Pipeline Company
717 Texas Avenue, Suite 2500
Houston, Texas 77002-2761

July 01, 2010

Devon Energy Production Company, L.P.

BP Exploration & Production Inc.

Re: Amendment to Negotiated Rate Letter Agreement (Devon Assignment)
ITS Contract Number 108255

Ladies and Gentlemen:

ANR Pipeline Company ("ANR") and Devon Energy Production Company, L.P. (formerly known as Ocean Energy, Inc.) ("Devon") are parties to that certain Negotiated Rate Letter Agreement dated November 1, 2002, as amended (the "Agreement"), pursuant to which ANR has agreed to assess (and Devon has agreed to pay) the rates specified in the Agreement for services performed under the above reference transportation contract. This letter (hereinafter, "Amendment") amends the Agreement to reflect the assignment of Devon's rights and interests in and to the Agreement to BP Exploration & Production Inc. ("BP E&P"). According, ANR, Devon and BP E&P agree as follows:

1. Effective July 1, 2010 (the "Effective Date"), Devon has transferred and assigned to BP E&P, and BP E&P has accepted, all of Devon's rights and interests in and to the Agreement.
2. BP E&P acknowledges and agrees that it has assumed and agreed to pay, perform and discharge all obligations and liabilities of Devon as Shipper under the Agreement that arise or are incurred on and after the Effective Date. Devon acknowledges and agrees that it is and remains liable for all obligations and liabilities of Devon as Shipper under the Agreement that arose or were incurred prior to the Effective Date.
3. All references in the Agreement to that certain Red Hawk Lease Dedication Agreement, dated November 1, 2002, is intended to refer to such agreement that is in effect between ANR and BP E&P as the same has been or hereafter may be modified, amended, superseded or replaced by the parties thereto or their respective successors or assigns.

Devon Energy Production Company, L.P.
BP Exploration & Production Inc.
Page 2

4. Subject to the terms of this Amendment, the Agreement is and remains in full force and effect.

If the foregoing correctly sets forth the mutual understandings and agreements of the parties, please execute three of the counterparts of this Amendment in the space provided below and return one of such executed counterparts to each of the other two parties.

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Joseph E. Pollard
Agent and Attorney-in-Fact

~~7-8-10~~
7/23/10

AGREED TO AND ACCEPTED:

DEVON ENERGY PRODUCTION
COMPANY, L.P.

By: William H. Green
Name: William H. Green
Title: Attorney in Fact

Date: July 19, 2010

BP
ME

BP EXPLORATION & PRODUCTION INC.

By: Patricia L. Edmond
Name: Patricia L. Edmond
Title: Attorney-in-Fact

Date: July 2, 2010

ME



ANR Pipeline Company
717 Texas Avenue, Suite 2500
Houston, Texas 77002-2761

July 01, 2010

Devon Energy Production Company, L.P.

BP Exploration & Production Inc.

Re: Amendment to Negotiated Rate Letter Agreement (Devon Assignment)
ITS/PTR Contract Number 108256

Ladies and Gentlemen:

ANR Pipeline Company ("ANR") and Devon Energy Production Company, L.P. (formerly known as Ocean Energy, Inc.) ("Devon") are parties to that certain Negotiated Rate Letter Agreement dated November 1, 2002, as amended (the "Agreement"), pursuant to which ANR has agreed to assess (and Devon has agreed to pay) the rates specified in the Agreement for services performed under the above referenced transportation contract. This letter (hereinafter, "Amendment") amends the Agreement to reflect the assignment of Devon's rights and interests in and to the Agreement to BP Exploration & Production Inc. ("BP E&P"). Accordingly, ANR, Devon and BP E&P agree as follows:

1. Effective July 1, 2010 (the "Effective Date"), Devon has transferred and assigned to BP E&P, and BP E&P has accepted, all of Devon's rights and interests in and to the Agreement.
2. BP E&P acknowledges and agrees that it has assumed and agreed to pay, perform and discharge all obligations and liabilities of Devon as Shipper under the Agreement that arise or are incurred on and after the Effective Date. Devon acknowledges and agrees that it is and remains liable for all obligations and liabilities of Devon as Shipper under the Agreement that arose or were incurred prior to the Effective Date.
3. All references in the Agreement to that certain Red Hawk Lease Dedication Agreement, dated November 1, 2002, is intended to refer to such agreement that is in effect between ANR and BP E&P as the same has been or hereafter may be modified, amended, superseded or replaced by the parties thereto or their respective successors or assigns.

Devon Energy Production Company, L.P.
BP Exploration & Production Inc.
Page 2

4. Subject to the terms of this Amendment, the Agreement is and remains in full force and effect.

If the foregoing correctly sets forth the mutual understandings and agreements of the parties, please execute three of the counterparts of this Amendment in the space provided below and return one of such executed counterparts to each of the other two parties.

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Joseph E. Pollard
Agent and Attorney-in-Fact
7-8-10
ES 7/23/10

AGREED TO AND ACCEPTED:

DEVON ENERGY PRODUCTION COMPANY, L.P.

By: William H. Green
Name: William H. Green
Title: Attorney-in-Fact

Date: July 19, 2010 BR

BP EXPLORATION & PRODUCTION INC.

VET. By: Bob A. Edlund
Name: Bob A. Edlund
Title: Attorney-in-Fact

Date: July 2, 2010



ANR Pipeline Company
717 Texas Avenue, Suite 2500
Houston, Texas 77002-2761

July 01, 2010

Devon Energy Production Company, L.P.

BP Exploration & Production Inc.

Re: Amendment to Red Hawk Lease Dedication Agreement (Devon Assignment)

Ladies and Gentlemen:

ANR Pipeline Company ("ANR") and Devon Energy Production Company, L.P. (formerly known as Ocean Energy, Inc.) ("Devon") are parties to that certain Red Hawk Lease Dedication Agreement dated November 1, 2002, as amended (the "Agreement"), pursuant to which Devon has committed to deliver certain gas produced from the Red Hawk Dedicated Leases, as such term is defined in the Agreement, to ANR's pipeline system. This letter (hereinafter, "Amendment") amends the Agreement to reflect the assignment of Devon's rights and interests in and to the Agreement to BP Exploration & Production Inc. ("BP E&P"). According, ANR, Devon and BP E&P agree as follows:

1. Effective July 1, 2010 (the "Effective Date"), Devon has transferred and assigned to BP E&P, and BP E&P has accepted, all of Devon's rights and interests in and to the Agreement.
2. BP E&P acknowledges and agrees that it has assumed and agreed to pay, perform and discharge all obligations and liabilities of Devon as Producer under the Agreement that arise or are incurred on and after the Effective Date. Devon acknowledges and agrees that it is and remains liable for all obligations and liabilities of Devon as Producer under the Agreement that arose or were incurred prior to the Effective Date.
3. Subject to the terms of this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

Devon Energy Production Company, L.P.
BP Exploration & Production Inc.
Page 2

If the foregoing correctly sets forth the mutual understandings and agreements of the parties, please execute three of the counterparts of this Amendment in the space provided below and return one of such executed counterparts to each of the other two parties.

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Joseph E. Pollard
Agent and Attorney-in-Fact

7-8-10
7/23/10

AGREED TO AND ACCEPTED:

DEVON ENERGY PRODUCTION
COMPANY, L.P.

By: William H. Green
Name: William H. Green
Title: Attorney-in-Fact
Date: July 19, 2010

BE
bs

BP EXPLORATION & PRODUCTION INC.

MT

By: Pete A. Edlund
Name: Pete A. Edlund
Title: Attorney-in-Fact
Date: July 2, 2010

Appendix B

August Amendments

| <u>Amendment</u> | <u>Page(s)</u> |
|---|-----------------------|
| ITS Service Agreement (#108255) | 9 |
| ITS (Assoc. Liq.) Service Agreement (#108256) | 10 |
| Negotiated Rate Letter Agreement (#108255) | 11 & 12 |
| Negotiated Rate Letter Agreement (#108256) | 13 & 14 |
| Red Hawk Lease Dedication Agreement | 15 & 16 |

Contract No: 108255
Amendment No: 04

AMENDMENT

Date: August 01, 2010

"Transporter": ANR PIPELINE COMPANY

"Shipper": BP EXPLORATION AND PRODUCTION, INC

ITS Contract No. 108255 dated November 01, 2002 ("Agreement") between Transporter and Shipper is amended effective August 01, 2010 as follows:

Shipper has advised that this Agreement has been transferred from BP Exploration & Production, Inc., to BP Energy Company. This Agreement is hereby amended to reflect such change.

All other terms and conditions of the Agreement shall remain in full force and effect.

BP EXPLORATION AND PRODUCTION, INC

"Shipper"

By: [Signature]

Title: Attorney-in-fact

Date: 7-30-10

LD 7/30/10

ANR PIPELINE COMPANY

"Transporter"

By: [Signature]

Gary Charette

Title: VP US Commercial Operations

Date: 7/30/10

Contract No: 108256
Amendment No: 04

AMENDMENT

Date: August 01, 2010

"Transporter": ANR PIPELINE COMPANY

"Shipper": BP EXPLORATION AND PRODUCTION, INC

ITS Contract No. 108256 dated November 01, 2002 ("Agreement") between Transporter and Shipper is amended effective August 01, 2010 as follows:

Shipper has advised that this Agreement has been transferred from BP Exploration & Production, Inc., to BP America Production Company. This Agreement is hereby amended to reflect such change.

All other terms and conditions of the Agreement shall remain in full force and effect.

BP EXPLORATION AND PRODUCTION, INC

"Shipper"

By: *Peter L*

Title: *Attorney-in-fact*

Date: *7-30-10*

20 7/30/10

MT

ANR PIPELINE COMPANY

"Transporter"

By: *Gary Charette*

Title: *Gary Charette*
VP US Commercial Operations

Date: *7/30/10*



ANR Pipeline Company
717 Texas Avenue, Suite 2500
Houston, Texas 77002-2781

July 01, 2010

BP Exploration & Production Inc.

BP Energy Company

Re: Amendment to Negotiated Rate Letter Agreement (Affiliate Shipper)
ITS Contract Number 108255

Ladies and Gentlemen:

ANR Pipeline Company ("ANR") and BP Exploration & Production Inc. (as successor in interest to Devon Energy Production Company, L.P., formerly known as Ocean Energy, Inc.) ("BP E&P") are parties to that certain Negotiated Rate Letter Agreement dated November 1, 2002, as amended (the "Agreement"), pursuant to which ANR has agreed to assess (and BP E&P has agreed to pay) the rates specified in the Agreement for services performed under the above reference transportation contract. This letter (hereinafter, "Amendment") amends the Agreement to reflect the assignment of BP E&P's rights and interests in and to the Agreement to BP E&P's affiliate, BP Energy Company ("BP Energy"). According, ANR, BP E&P and BP Energy agree as follows:

1. Effective August 1, 2010 (the "Effective Date"), BP E&P has transferred and assigned to BP Energy, and BP Energy has accepted, all of BP E&P's rights and interests in and to the Agreement.
2. BP Energy acknowledges and agrees that it has assumed and agreed to pay, perform and discharge all obligations and liabilities of BP E&P as Shipper under the Agreement that arise or are incurred on and after the Effective Date. BP E&P acknowledges and agrees that it is and remains liable for all obligations and liabilities of BP E&P as Shipper under the Agreement that arose or were incurred on and after July 1, 2010 and prior to the Effective Date.
3. All references in the Agreement that that certain Red Hawk Lease Dedication Agreement, dated November 1, 2002, is intended to refer to such agreement that is in effect between ANR and BP E&P, as the same has been or hereafter may be modified, amended, superseded or replaced by the parties thereto or their respective successors or assigns. Continuing compliance by BP E&P with the terms of such agreement is a condition to ANR's agreement to assess the rates specified in the Agreement.

BP Exploration & Production Inc.
BP Energy Company
Page 2

4. Subject to the terms of this Amendment, the Agreement is and remains in full force and effect.

If the foregoing correctly sets forth the mutual understandings and agreements of the parties, please execute three of the counterparts of this Amendment in the space provided below and return one of such executed counterparts to each of the other two parties.

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Joseph E. Pollard
Agent and Attorney-in-Fact

*RD 7/20/10
B 7/23/10*

AGREED TO AND ACCEPTED:

BP EXPLORATION & PRODUCTION INC.

W.T.
By: Peter A. Edlund
Name: Peter A Edlund
Title: Attorney-in-fact
Date: July 2, 2010

BP ENERGY COMPANY

BC
By: Denise Giordano
Name: DENISE GIORDANO
Title: T&O MGR
Date: 07.06.10

*on Behalf
of NODM Team*



ANR Pipeline Company
717 Texas Avenue, Suite 2500
Houston, Texas 77002-2761

July 01, 2010

BP Exploration & Production Inc.

BP America Production Company

Re: Amendment to Negotiated Rate Letter Agreement (Affiliate Shipper)
ITS Contract Number 108256

Ladies and Gentlemen:

ANR Pipeline Company ("ANR") and BP Exploration & Production Inc. (as successor in interest to Devon Energy Production Company, L.P., formerly known as Ocean Energy, Inc.) ("BP E&P") are parties to that certain Negotiated Rate Letter Agreement dated November 1, 2002, as amended (the "Agreement"), pursuant to which ANR has agreed to assess (and BP E&P has agreed to pay) the rates specified in the Agreement for services performed under the above reference transportation contract. This letter (hereinafter, "Amendment") amends the Agreement to reflect the assignment of BP E&P's rights and interests in and to the Agreement to BP E&P's affiliate, BP America Production Company ("BP America"). According, ANR, BP E&P and BP America agree as follows:

1. Effective August 1, 2010 (the "Effective Date"), BP E&P has transferred and assigned to BP America, and BP America has accepted, all of BP E&P's rights and interests in and to the Agreement.
2. BP America acknowledges and agrees that it has assumed and agreed to pay, perform and discharge all obligations and liabilities of BP E&P as Shipper under the Agreement that arise or are incurred on and after the Effective Date. BP E&P acknowledges and agrees that it is and remains liable for all obligations and liabilities of BP E&P as Shipper under the Agreement that arose or were incurred on and after July 1, 2010 and prior to the Effective Date.
3. All references in the Agreement to that certain Red Hawk Lease Dedication Agreement, dated November 1, 2002, is intended to refer to such agreement that is in effect between ANR and BP E&P, as the same has been or hereafter may be modified, amended, superseded or replaced by the parties thereto or their respective successors or assigns. Continuing compliance by BP E&P with the terms of such agreement is a condition to ANR's agreement to assess the rates specified in the Agreement.

BP Exploration & Production Inc.
BP America Production Company
Page 2

4. Subject to the terms of this Amendment, the Agreement is and remains in full force and effect.

If the foregoing correctly sets forth the mutual understandings and agreements of the parties, please execute three of the counterparts of this Amendment in the space provided below and return one of such executed counterparts to each of the other two parties.

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Joseph E. Pollard
Agent and Attorney-in-Fact

2012/12/2
2012/23/10

AGREED TO AND ACCEPTED:

BP EXPLORATION & PRODUCTION INC.

MT

By: Pete A. Edlund
Name: Pete A. Edlund
Title: Attorney-in-fact
Date: July 2, 2010

BP AMERICA PRODUCTION COMPANY

By: Kemper Howe
Name: KEMPER HOWE
Title: ATTORNEY-IN-FACT
Date: July 2, 2010



ANR Pipeline Company
717 Texas Avenue, Suite 2500
Houston, Texas 77002-2761

July 01, 2010

BP Exploration & Production Inc.

Re: Amendment to Red Hawk Lease Dedication Agreement (Affiliate Shippers)

Ladies and Gentlemen:

ANR Pipeline Company ("ANR") and BP Exploration & Production Inc. (as successor in interest to Devon Energy Production Company, L.P., formerly known as Ocean Energy, Inc.) ("BP E&P") are parties to that certain Red Hawk Lease Dedication Agreement dated November 1, 2002, as amended (the "Agreement"), pursuant to which BP E&P has committed to deliver certain gas produced from the Red Hawk Dedicated Leases, as such term is defined in the Agreement, to ANR's pipeline system. This letter (hereinafter, "Amendment") amends the Agreement to allow for certain affiliates of BP E&P to be the parties to certain agreements for the transportation of Dedicated Production (as such term is defined in the Agreement) at negotiated rates. According, ANR, and BP E&P agree as follows:

1. Section 2 of the Agreement is amended by adding the following sentences after the second sentence of such Section:

Such agreements for the transportation of the Dedicated Production at such negotiated rates are being assigned to Producer's affiliates, BP Energy Company and BP America Production Company, based on Producer's continued compliance with this Dedication Agreement, including Producer's continuing to cause to be delivered, and such affiliates continuing to deliver, all of the Dedicated Production to the VR 397 Receipt Point as provided in this Section 2. Accordingly, any required notification of Producer as contemplated by Section 3 of this Dedication Agreement can be accomplished by notification of the affiliate of Producer to whom the applicable agreement for transportation has been assigned.

2. Subject to the terms of this Amendment, the Agreement is and remains in full force and effect.

BP Exploration & Production Inc.
Page 2

If the foregoing correctly sets forth the mutual understandings and agreements of the parties, please execute three of the counterparts of this Amendment in the space provided below and return one of such executed counterparts to each of the other two parties.

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Joseph E. Pollard
Agent and Attorney-in-Fact

207/23/10
EB 7/23/10

AGREED TO AND ACCEPTED:

BP EXPLORATION & PRODUCTION INC.

MT.

By: Peter A. Edlund
Name: Peter A. Edlund
Title: Attorney-in-fact
Date: July 2, 2010

Appendix C

General Terms & Conditions
(Continued)

31. Non-Conforming Agreements

6. BP Exploration and Production Inc., Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. BP Exploration & Production, Inc., Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Constellation NE WI, FTS-1 Agreement, dated November 1, 2004.
Contract No. 109836
13. Noble Energy, Inc., Boris Lease Dedication Agreement, dated March 1, 2004.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.
Contract No. 109713
15. Constellation Newenergy - Gas Division WI, FTS-1 Agreements dated November 1, 2004.
Contract Nos. 110990, 111009
16. Conoco Phillips Company, K2 Lease Dedication Agreement, dated April 15, 2005.
17. ENI Petroleum Exploration Co. Inc., K2 Lease Dedication Agreement, dated April 19, 2005.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. Constellation Newenergy - Gas Division, WI, FTS-1 Agreement, dated June 28, 2005.
Contract No. 111780
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.
Contract Nos. 112546, 112547

General Terms & Conditions
(Continued)

31. Non-Conforming Agreements

6. BP Exploration and Production Inc., Letter Agreement Regarding Natural Gas Reserve Commitment, dated September 1, 2002.
7. Kerr-McGee Oil & Gas Corp., Red Hawk Lease Dedication Agreement, dated September 12, 2002.
8. ExxonMobil Gas Marketing Company, Lease Dedication Agreement, dated November 1, 2002.
9. ~~BP Exploration & Production, Inc.~~ ~~Devon Energy Production Company, L.P.~~, Red Hawk Lease Dedication Agreement, dated November 1, 2002.
10. Kerr-McGee Corporation, Lease Dedication Agreement (Baldpate/Conger, Garden Banks Area, Gulf of Mexico), dated February 1, 2003.
11. Conoco Phillips Company, Magnolia Lease Dedication Agreement, dated February 1, 2004.
12. Constellation NE WI, FTS-1 Agreement, dated November 1, 2004.
Contract No. 109836
13. Noble Energy, Inc., Boris Lease Dedication Agreement, dated March 1, 2004.
14. Centra Gas Manitoba, Inc., FTS-1 Agreement, dated August 1, 2004.
Contract No. 109713
15. Constellation Newenergy - Gas Division WI, FTS-1 Agreements dated November 1, 2004.
Contract Nos. 110990, 111009
16. Conoco Phillips Company, K2 Lease Dedication Agreement, dated April 15, 2005.
17. ENI Petroleum Exploration Co. Inc., K2 Lease Dedication Agreement, dated April 19, 2005.
18. Indeck-Corinth Limited Partnership and ABN-AMRO Bank, N.V., Acknowledgement and Consent, dated August 1, 2005.
19. Indeck-Corinth Limited Partnership and General Electric Capital Corporation, Acknowledgement and Consent, dated August 31, 2005.
20. Constellation Newenergy - Gas Division, WI, FTS-1 Agreement, dated June 28, 2005.
Contract No. 111780
21. Midland Cogeneration Venture Limited Partnership, FTS-1 Agreements, dated May 23, 2006.
Contract Nos. 112546, 112547