



November 2, 2012

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/company_info/

Re: ANR Pipeline Company
Negotiated Rate and Non-conforming Agreement Amendments
Docket No. RP13-_____ - _____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) hereby tenders for filing and acceptance revised tariff section “Part 1 – Table of Contents” (“Section 1”) to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), and certain tariff records that include amendments to three (3) negotiated rate service agreements and an amendment to one (1) non-conforming agreement entered into between ANR and BP Energy Company (“BPE”).² The amendments filed herein include: Rate Schedule ITS Service Agreement Contract No. 108248 and its associated negotiated rate letter agreement; Rate Schedule ITS (Associated Liquefiabiles) Service Agreement Contract No. 108249 and its associated negotiated rate letter agreement; Rate Schedule PTS-2 Service Agreement Contract No. 108250 and its associated negotiated rate letter agreement (collectively, “Transportation Amendments”); and the associated Natural Gas Reserve Commitment Agreement (the “LDA Amendment”). ANR respectfully requests that the Commission approve the tariff section, the

¹ 18 C.F.R. Part 154 (2012).

² *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements and other non-conforming service agreements need not be divided, but can be filed as entire documents.” ANR has elected to file the amendments included herein as whole documents, in PDF format.

Transportation Amendments and the LDA Amendment, included herein at Appendix A, to be effective November 1, 2012.

Correspondence

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

John A. Roscher Director, Rates and Tariffs	* David R. Hammel Legal Counsel
* Joan F. Collins Manager, Tariffs and Compliance	ANR Pipeline Company 717 Texas Street, Suite 2400
ANR Pipeline Company 717 Texas Street, Suite 2400	Houston, Texas 77002-2761
Houston, Texas 77002-2761	Tel. (832) 320-5861
Tel. (832) 320-5651	Fax (832) 320-6861
Fax (832) 320-6651	E-mail: dave_hammel@transcanada.com
E-mail: joan_collins@transcanada.com	

* Persons designated for official service pursuant to Rule 2010.

Statement of Nature, Reasons and Basis For the Filing

Background

On May 28, 1999, in Docket No. RP99-301-000,³ the Commission approved, subject to conditions, proposed Section 6.27 of the General Terms and Conditions of ANR's Tariff, which authorized ANR to enter into negotiated rate agreements with its customers.

On October 1, 2002, in Docket No. RP99-301-056, ANR filed with the Commission three (3) negotiated rate agreements, the underlying transportation service agreements (Rate Schedule ITS Service Agreement No. 108248, ITS [Associated Liquefiabiles] Service Agreement No. 108249, and Rate Schedule PTS-2 Service Agreement No. 108250), and the related Natural Gas Reserve Commitment Agreement, all entered into between ANR and BPE. On October 30, 2002, the Commission issued an order (the "BPE Agreement Order") that accepted the negotiated rate

³ *ANR Pipeline Company*, 87 FERC ¶ 61,241 (1999).

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.⁴ 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 in Section 6.28 - GT&C, Non-conforming Agreements of its Tariff in a December 1, 2003, filing in Docket No. RP99-301-099.⁵

On September 1, 2011, in Docket No. CP11-543-000, ANR filed an application under section 7(b) of the NGA for authority to abandon by sale to TC Offshore LLC all of its offshore pipeline facilities located in the Gulf of Mexico as well as certain onshore pipeline facilities located in Louisiana and Texas. Included within the facilities proposed to be abandoned was a gathering and transmission system upstream of the Grand Chenier Station located in Cameron Parish Louisiana. On June 21, 2012, the Commission authorized the proposed abandonment (the "Abandonment Order") and granted the purchaser a certificate of public convenience and necessity to acquire and operate those facilities.⁶ The receipt point included in the agreements approved by the BPE Agreement Order, i.e., WC (West Cameron) 167 Receipt Point, was part of the pipeline facilities abandoned by sale in ANR's Docket No. CP11-543-000. As highlighted in the Abandonment Order, "ANR claims...the...abandonment will not...diminish supply options on the ANR system," and "ANR...will add points at Grand Chenier...to its catalog of receipt points, thus allowing...continued access to the offshore supplies accessed through those systems."⁷

⁴ *ANR Pipeline Company*, 101 FERC ¶ 61,096 (2002). In its order, the Commission referred to the Natural Gas Reserve Agreement as the "lease dedication agreement."

⁵ *ANR Pipeline Company*, Docket No. RP99-301-099 (December 18, 2003) (unpublished letter order). The listing reflects BP Exploration & Production Inc. ("BPEPI"). Both BPEPI and BPE are parties to the lease dedication agreement inasmuch as BPEPI holds the primary right to dedicate the subject production to ANR and BPE holds title to the production during transportation under its name on ANR's pipeline system.

⁶ *ANR Pipeline Company*, 139 FERC ¶ 61,238 (2012).

⁷ *Id.*, P 21.

Instant Filing

As a result of the abandonment described above, ANR and BPE have mutually agreed to enter into the Transportation Amendments and the LDA Amendment to reflect a change in the applicable receipt point on ANR's system from the abandoned "WC 167 Receipt Point" to the newly added "Grand Chenier Receipt Point." In accordance with Tariff Section 6.27, paragraph 2, ANR is submitting for filing the negotiated rate Transportation Amendments. With the exception of the related lease dedication agreement described above, ANR advises that no undisclosed agreements, etc., are linked to the Transportation Amendments, which are included herein at Appendix A.⁸ Furthermore, the Transportation Amendments do not contain any provision that is either non-conforming or a material deviation from the applicable Form of Service Agreement in ANR's Tariff.

Additionally, in accordance with the Commission's determination in the BPE Agreement Order and consistent with Commission regulations,⁹ ANR is submitting the LDA Amendment as non-conforming and has included a marked version in Appendix C that highlights the change in the receipt point from the lease dedication agreement approved by the Commission in the BPE Agreement Order. The change in the receipt point in the non-conforming LDA Amendment as discussed above is a deviation, but it does not affect the substantive rights of the parties. ANR respectfully requests that the Commission find this change in receipt point to be immaterial, and accept the LDA Amendment to become effective November 1, 2012. However, in the event the Commission finds that the change represents a material deviation under Commission policy, ANR respectfully requests that the Commission accept and approve the deviation as of the effective date of the LDA Amendment, in as much as it does not change the conditions under which service is provided or present a risk of undue discrimination.

⁸ ANR has elected to report the Transportation Amendments by filing them in accordance with Section 6.27 of the General Terms and Conditions of its Tariff. The Transportation Amendments provide all of the information required by Section 6.27 of ANR's Tariff, including: (1) the exact legal name of the Shipper; (2) the negotiated rate; (3) the applicable rate schedule; (4) the receipt and delivery points; and (5) the contract quantities.

⁹ 18 C.F.R. Section 154.112(b) (2012).

To conform with Order No. 714, ANR is submitting the Transportation Amendments and LDA Amendment individually and in their entirety as tariff records.¹⁰ ANR is requesting that the Commission approve the Transportation Amendments (submitted herein in Appendix A as part of tariff records 8.28, 8.29, and 8.30), LDA Amendment (submitted herein in Appendix A as part of tariff record 10.23), and revised Section 1 - Table of Contents (submitted herein in Appendix A to reflect the tariff records filed herein in ANR's Tariff), to be effective November 1, 2012.

Effective Date and Request for Waiver

ANR is requesting that the Commission approve the tariff section and Transportation Amendments to be effective November 1, 2012, and respectfully requests waiver of Section 154.207 of the Commission's regulations to allow for this effective date.¹¹ ANR respectfully requests the Commission grant all waivers of its regulations and ANR's Tariff necessary to accept this filing and approve the LDA Amendment to be effective as requested herein.

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 Section 154.7 of the Commission's regulations and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. A clean tariff section, and tariff records (Appendix A);
3. A marked tariff section (Appendix B); and
4. Marked amendments (Appendix C).

¹⁰ Order No. 714 at P 13. Order No. 714 states that "...all new...agreements must be filed using the standards. Existing agreements need to be filed electronically only when they are revised."

¹¹ See *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,176 at 61,241-242 (1996) (indicating that the Commission will "readily grant requests to waive the 30-day notice requirement").

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

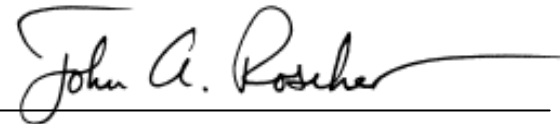
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at ANR's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

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

Respectfully Submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates & Tariffs

Enclosures

Appendix A

ANR Pipeline Company

FERC Gas Tariff, Third Revised Volume No. 1

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
1 – TABLE OF CONTENTS	v.17.0.0

Tariff Records

Section 8 - Negotiated Rate Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
8.28	BP Energy Company	ITS	#108248	v.0.0.0
8.29	BP Energy Company	ITS (LIQ)	#108249	v.0.0.0
8.30	BP Energy Company	PTS-2	#108250	v.0.0.0

Section 10 - Non-Conforming Agreements

<u>Tariff Record</u>	<u>Shipper</u>	<u>Rate Schedule</u>	<u>Agreement</u>	<u>Version</u>
10.23	BP Exploration & Production Inc. & BP Energy Company	N/A	N/A	v.0.0.0

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Interruptible Transportation Service Agreement
Rate Schedule ITS

BP Energy Company
(#108248)

Agreement Effective Date: October 1, 2002
Amendment No. 1 Effective Date: November 1, 2012

ITS SERVICE AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and BP ENERGY COMPANY (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)
284G
2. **RATE SCHEDULE: Interruptible Transportation Service (ITS)**
3. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on October 1, 2002, and shall continue in full force and effect until the earlier of (i) the effective date of the surrender, pursuant to the notice given by or on behalf of Shipper to the federal governmental body having authority, of the last Dedicated Lease under that certain Lease Dedication Agreement dated September 12, 2002, or (ii) until Shipper has released all of its interest in the Dedicated Leases.

4. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

It is further agreed that Transporter 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 Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper 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 changes in rates in whole or in part.

5. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

6. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMS_{tm}. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079
Attention: ALFRED JEANJAQUET
Telephone: 281-366-4958
Fax: 281-366-4932

INVOICES AND STATEMENTS:

BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079
Attention: MARTY BARKLEY
Telephone: 281-366-7503
Fax: 281-366-5925

NOMINATIONS:

BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079
Attention: JEROMY MCCOLLUM
Telephone: 281-366-4943

Fax: 281-366-4932

ALL OTHER MATTERS:

BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079

Attention: ~~ALFRED JEANJAQUET~~

Telephone: 281-366-4958

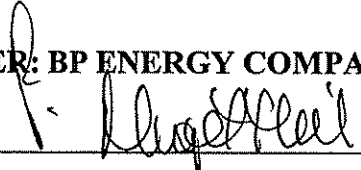
Fax: 281-366-4932

7. FURTHER AGREEMENT:

- a. See Negotiated Rate Letter Agreement dated September 12, 2002.
- b. Pursuant to section 18.15 of the General Terms & Conditions of ANR's FERC Gas Tariff, the Parties hereby otherwise agree that in no event shall Shipper or Transporter be liable to the other for special, indirect, consequential (including loss of profits), incidental or punitive damages, whether or not such damages arise out of a breach of contract, negligence, tort, or strict liability.

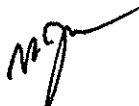
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: BP ENERGY COMPANY

By: 

Title: V.P. TEXAS

Date: 9/26/02



TRANSPORTER: ANR PIPELINE COMPANY

By:  

Title: Director, Transportation Services

Date: 9/27/02

September 12, 2002



BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079
Attention: Mr. Jeffery D. Felberg

RE: Negotiated Rate Letter Agreement
BP ITS Contract Number 108248

Dear Jeff:

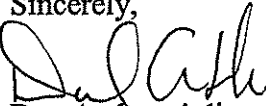
In consideration of the gas reserves dedicated to ANR Pipeline Company ("ANR" or "Transporter") under that certain Lease Dedication Agreement, dated September 12, 2002, (the "AC 25 Producer Gas"), and the continuing compliance of BP Energy Company ("BP" or "Shipper") therewith, ANR agrees to assess (and BP agrees to pay) the rates specified below for services performed under the above-referenced transportation contract (the "Contract"). The rates are applicable only in accordance with the following:

1. Shipper shall pay Transporter a total combined volumetric rate of \$.03 per dth under the Contract and the related PTS-2 Service Agreement (Contract No.108250, and/or ITS Service Agreement (Liquefiabiles Agreement) (Contract No. 108249). In addition to the volumetric rate, Shipper shall also be charged and shall pay Transporter's Use, ACA, GRI and any penalties or cashout surcharges in accordance with Transporter's Tariff. Except as otherwise set forth in this paragraph, Shipper shall not be required to pay any other surcharges under Transporter's effective FERC Gas Tariff.
2. The rates, terms and conditions described in Paragraph 1 above (the "Rate") shall be applicable only to AC 25 Producer Gas and other Shipper owned natural gas (i) produced by Shipper into the East Breaks Gathering system, (ii) dedicated (for the life of the reserves) to Transporter's pipeline system, and (iii) delivered by Shipper to the WC 167 Receipt Point, and redelivered by Transporter to Transporter's Eunice Headstation under PTS-2 Service Agreement (Contract No. 108250) and renominated under the Contract from Transporter's Eunice Headstation to points located in Transporter's Southeast Area Facilities and/or renominated under ITS Service Agreement (Liquefiabiles Agreement) (Contract No. 108249) from Transporter's Eunice Headstation to a processing plant located in Transporter's Southeast Area (hereinafter the "Discounted Route"). In addition, subject to the other terms and conditions of this Agreement, the Rate shall also apply to all gas quantities transported from WC 167 Receipt Point to the Duralde Evangeline Interconnect (Location ID 312115) by Shipper under the Contract and the related PTS-2 Service Agreement (Contract No. 108250). The Rate shall also apply to authorized overrun quantities on the Discounted Route (and to the Duralde Evangeline Interconnect). For each decatherm of AC 25 Producer Gas that is produced into the East Breaks Gathering System and is dedicated to Transporter's pipeline system, but is not

delivered by Shipper to the WC 167 Receipt Point, Shipper shall pay Transporter \$.03. Except as set forth in this paragraph, all other gas quantities transported under the Contract shall be subject to Transporter's Maximum Tariff Rates, plus all applicable surcharges, direct bills and fees, including Transporter's Use.

3. This Negotiated Rate Agreement will be filed with and subject to approval of the Federal Energy Regulatory Commission ("FERC"). Should any provision of this Agreement be found to be invalid or be required to be modified as a matter of law in a court having jurisdiction or by a duly authorized government agency, then only that provision of this Agreement shall be invalid or modified, and the remainder of this Agreement that is still valid and unaffected shall remain in force and unchanged. In such event, the parties shall make a good faith effort to negotiate reasonable and valid provisions to replace only those provisions of the Agreement found to be invalid or required to be modified and those provisions directly related and adversely impacted by such invalidation or required modification. The party seeking renegotiation shall give the other party ("Receiving Party") written notice. In the event a mutually acceptable agreement cannot be reached within ninety (90) days after Receiving Party's receipt of such notice, a party that is materially deprived of the economic benefit of this Agreement by virtue of the invalidation or required modification of said provision of this Agreement shall have the right to terminate this Agreement upon thirty (30) days prior written notice with no liability or obligation to the other party whatsoever, except as otherwise expressly set forth herein.

If this Negotiated Rate Letter Agreement accurately represents your understanding of the agreement between ANR and BP, please have the appropriate party execute two duplicate originals of this Negotiated Rate Letter Agreement and return same to the undersigned. Upon execution by ANR, one (1) fully executed original of the Negotiated Rate Letter Agreement will be forwarded for your retention. If you should have any questions, please do not hesitate to contact me at 832-676-4904.

Sincerely,

Dan Andruccioli
Supply Development
ANR Pipeline Company

AGREED TO AND ACCEPTED
THIS 27 DAY OF Sept, 2002.
ANR PIPELINE COMPANY

By: 

Name: JOSEPH E. POLLARD

Title: Director, -Transportation Services

AGREED TO AND ACCEPTED
THIS _____ DAY OF _____, 2002.
BP ENERGY COMPANY,

By: 

Name: P. N. HILL

Title: V.P. TEXAS

Contract No: 108248
Amendment No: 01

AMENDMENT

Date: October 19, 2012.

"Transporter": ANR PIPELINE COMPANY

"Shipper": BP ENERGY COMPANY

ITS Contract No. 108248 dated September 10, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2012 as follows:

Shipper and Transporter have agreed to replace Section 7. FURTHER AGREEMENT in its entirety with the following:

7. FURTHER AGREEMENT:

- a. See Negotiated Rate Letter Agreement as amended as of November 01, 2012 – BP Energy Company ITS Contract Number 108248 dated October 19, 2012.

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

BP ENERGY COMPANY

"Shipper"

By: Heath Hunt JHK

Title: VP - EAST T+O

Date: 10-30-12

ANR PIPELINE COMPANY

"Transporter"

By: Joseph E Pollard JEP 10-31-12

Title: Director, - Commercial Services JEP 10-31-12

Date: 10/31/12

October 19, 2012

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Negotiated Rate Letter Agreement
BP ITS Contract Number 108248

Ladies and Gentlemen:

BP Energy Company ("Shipper"), and ANR Pipeline Company ("Transporter") have entered into a certain Negotiated Rate Letter Agreement dated September 12, 2002, (the "Agreement") pursuant to which Transporter has agreed to assess (and Shipper 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 reference the changed receipt point on Transporter's pipeline system at which Shipper delivers AC 25 Producer Gas, as defined in the Agreement, under a certain Lease Dedication Agreement between the parties that is referenced in the Agreement. Accordingly, Shipper and Transporter agree as follows:

1. Effective as of the Effective Date (as hereinafter defined), all references in the Agreement to "WC 167 Receipt Point" are amended to be and read "Grand Chenier Receipt Point."
2. As used in this Amendment, "Effective Date" means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service.
3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Name: Joseph E. Pollard
Title: Director, - Commercial Services *JPB 10-31-12*
JPB 10-31-12

AGREED TO ON
10-30, 2012:

BP ENERGY COMPANY

By: Heath Hunt *HK*
Name: Heath Hunt
Title: VP - EAST T&O

Interruptible Transportation Service Agreement
Rate Schedule ITS (Assoc. Liquefiabiles)

BP Energy Company
(#108249)

Agreement Effective Date: October 1, 2002
Amendment No. 1 Effective Date: November 1, 2012

**ITS SERVICE AGREEMENT
(Associated Liquefiabls Agreement)**

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and BP ENERGY COMPANY (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**
(284B = Section 311; 284G = Blanket)
284G
2. **RATE SCHEDULE: Interruptible Transportation Service (ITS)**
3. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on October 1, 2002, and shall continue in full force and effect until the earlier of (i) the effective date of the surrender, pursuant to the notice given by or on behalf of Shipper to the federal governmental body having authority, of the last Dedicated Lease under that certain Lease Dedication Agreement dated September 12, 2002, or (ii) until Shipper has released all of its interest in the Dedicated Leases.

4. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_m that it has agreed otherwise.

It is further agreed that Transporter 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 Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper 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 changes in rates in whole or in part.

5. **INCORPORATION BY REFERENCE:**

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

6. **NOTICES:**

All notices can be given by telephone or other electronic means, however, such notices shall be confirmed in writing at the addresses below or through GEMStm. Shipper and Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
9 GREENWAY PLAZA
HOUSTON, TX 77046-0995
Attention: TRANSPORTATION SERVICES

SHIPPER:

BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079
Attention: ALFRED JEANJAQUET
Telephone: 281-366-4958
Fax: 281-366-4932

INVOICES AND STATEMENTS:

BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079
Attention: MARTY BARKLEY
Telephone: 281-366-4273
Fax: 281-366-7503

NOMINATIONS:

BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079
Attention: JEROMY MCCOLLUM
Telephone: 281-366-4958
Fax: 281-366-4943

ALL OTHER MATTERS:

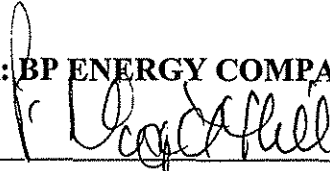
BP ENERGY COMPANY
501 WESTLAKE PARK BLVD
HOUSTON, TX 77079
Attention: ALFRED JEANJAQUET
Telephone: 281-366-4958
Fax: 281-366-4932

7. FURTHER AGREEMENT:

- a. See Negotiated Rate Letter Agreement dated September 12, 2002.
- b. Pursuant to section 18.15 of the General Terms & Conditions of ANR's FERC Gas Tariff, the Parties hereby otherwise agree that in no event shall Shipper or Transporter be liable to the other for special, indirect, consequential (including loss of profits), incidental or punitive damages, whether or not such damages arise out of a breach of contract, negligence, tort, or strict liability.

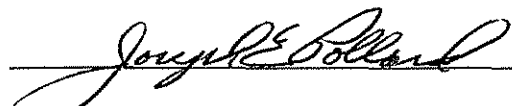
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives there unto duly authorized to be effective as of the date stated above.

SHIPPER: BP ENERGY COMPANY

By: 
 Title: V.P. TEXAS
 Date: 9/26/02

mjz

TRANSPORTER: ANR PIPELINE COMPANY

By: 
 Title: Director, Transportation Services
 Date: 9/27/02

lv

September 12, 2002

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Attention: Mr. Jeffery D. Felberg

RE: Negotiated Rate Letter Agreement
BP ITS (Associated Liquefiabiles) Contract Number 108249

Dear Jeff:

In consideration of the gas reserves dedicated to ANR Pipeline Company ("ANR" or "Transporter") under that certain Lease Dedication Agreement, dated August 15, 2002 (the "AC 25 Producer Gas"), and the continuing compliance of BP Energy Company ("BP" or "Shipper") therewith, ANR agrees to assess (and BP agrees to pay) the rates specified below for services performed under the above-referenced transportation contract (the "Contract"). The rates are applicable only in accordance with the following:

1. Shipper shall pay Transporter a total combined volumetric rate of \$.03 per dth under the Contract and the related PTS-2 Service Agreement (Contract No. 108250, and/or ITS Service Agreement (Contract No. 108248). In addition to the volumetric rate, Shipper shall also be charged and shall pay Transporter's Use, ACA, GRI and any penalties or cashout surcharges in accordance with Transporter's Tariff. Except as otherwise set forth in this paragraph, Shipper shall not be required to pay any other surcharges under Transporter's effective FERC Gas Tariff.
2. The rates, terms and conditions described in Paragraph 1 above (the "Rate") shall be applicable only to AC 25 Producer Gas and other Shipper owned natural gas (i) produced by Shipper into the East Breaks Gathering system, (ii) dedicated (for the life of the reserves) to Transporter's pipeline system, and (iii) delivered by Shipper to the WC 167 Receipt Point, and redelivered by Transporter to Transporter's Eunice Headstation under PTS-2 Service Agreement (Contract No. 108250) and renominated under the ITS Service Agreement (Contract No. 108248) from Transporter's Eunice Headstation to points located in Transporter's Southeast Area Facilities and/or renominated under the Contract from Transporter's Eunice Headstation to a processing plant located in Transporter's Southeast Area (hereinafter the "Discounted Route"). The Rate shall also apply to authorized overrun quantities on the Discounted Route. The Rate shall only apply so long as Shipper utilizes the Contract exclusively for transportation of Plant Thermal Reduction associated with the extraction of Associated Liquefiabiles to the inlet of a processing plant located in Transporter's Southeast Area. Except as set forth in this paragraph, all other quantities transported under the Contract shall be subject to Transporter's Maximum Tariff Rate, plus all applicable surcharges, direct bills and fees, including Transporter's Use.

3. This Negotiated Rate Agreement will be filed with and subject to approval of the Federal Energy Regulatory Commission ("FERC"). Should any provision of this Agreement be found to be invalid or be required to be modified as a matter of law in a court having jurisdiction or by a duly authorized government agency, then only that provision of this Agreement shall be invalid or modified, and the remainder of this Agreement that is still valid and unaffected shall remain in force and unchanged. In such event, the parties shall make a good faith effort to negotiate reasonable and valid provisions to replace only those provisions of the Agreement found to be invalid or required to be modified and those provisions directly related and adversely impacted by such invalidation or required modification. The party seeking renegotiation shall give the other party ("Receiving Party") written notice. In the event a mutually acceptable agreement cannot be reached within ninety (90) days after Receiving Party's receipt of such notice, a party that is materially deprived of the economic benefit of this Agreement by virtue of the invalidation or required modification of said provision of this Agreement shall have the right to terminate this Agreement upon thirty (30) days prior written notice with no liability or obligation to the other party whatsoever, except as otherwise expressly set forth herein.

If this Negotiated Rate Letter Agreement accurately represents your understanding of the agreement between ANR and BP, please have the appropriate party execute two duplicate originals of this Negotiated Rate Letter Agreement and return same to the undersigned. Upon execution by ANR, one (1) fully executed original of the Negotiated Rate Letter Agreement will be forwarded for your retention. If you should have any questions, please do not hesitate to contact me at 832-676-4904.

Sincerely,



Dan Andruccioli
Supply Development
ANR Pipeline Company

AGREED TO AND ACCEPTED
THIS 27 DAY OF Sept, 2002.
ANR PIPELINE COMPANY

AGREED TO AND ACCEPTED
THIS DAY OF , 2002.
BP ENERGY COMPANY

By: Joseph E. Pollard

By: P. N. Hill

Name: JOSEPH E. POLLARD

Name: P. N. HILL

Title: Director, -Transportation Services

Title: V.P. TEXAS

Contract No: 108249
Amendment No: 01

AMENDMENT

Date: October 19, 2012

"Transporter": ANR PIPELINE COMPANY

"Shipper": BP ENERGY COMPANY

ITS Contract No. 108249 dated September 12, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2012 as follows:

Shipper and Transporter have agreed to replace Section 7. FURTHER AGREEMENT in its entirety with the following:

7. FURTHER AGREEMENT:

- a. See Negotiated Rate Letter Agreement as amended as of November 01, 2012 – BP Energy Company ITS Contract Number 108249 dated October 19, 2012.

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

BP ENERGY COMPANY

"Shipper"

By: Heath Hunt *HK*

Title: VP - EAST T+O

Date: 10-30-2012

ANR PIPELINE COMPANY

"Transporter"

By: Joseph E. Pollard *MAB 10-31-12*

Title: Director, - Commercial Services *AB 10-31-12*

Date: 10/31/12

October 19, 2012

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Negotiated Rate Letter Agreement
BP ITS (Liquefiabiles) Contract Number 108249

Ladies and Gentlemen:

BP Energy Company ("Shipper"), and ANR Pipeline Company ("Transporter") have entered into a certain Negotiated Rate Letter Agreement dated September 12, 2002, (the "Agreement") pursuant to which Transporter has agreed to assess (and Shipper 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 reference the changed receipt point on Transporter's pipeline system at which Shipper delivers AC 25 Producer Gas, as defined in the Agreement, under a certain Lease Dedication Agreement between the parties that is referenced in the Agreement. Accordingly, Shipper and Transporter agree as follows:

1. Effective as of the Effective Date (as hereinafter defined), all references in the Agreement to "WC 167 Receipt Point" are amended to be and read "Grand Chenier Receipt Point."
2. As used in this Amendment, "Effective Date" means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service.
3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Name: Joseph E. Pollard
Title: Director - Commercial Services

JPB 10-31-12
AS 10-31-12

AGREED TO ON
Oct. 30, 2012:

BP ENERGY COMPANY

By: Heath Hunt *71K*
Name: Heath Hunt
Title: VP - EAST T+O

Pooling Transportation Service- Firm Agreement
Rate Schedule PTS-2

BP Energy Company
(#108250)

Agreement Effective Date: October 1, 2002
Amendment No. 1 Effective Date: November 1, 2012

**PTS-2 SERVICE AGREEMENT
TRANSMISSION AREA RECEIPT POINTS**

This AGREEMENT is entered into by ANR Pipeline Company ("Transporter") and BP Energy Company ("Shipper").

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff constitute the transportation service to be provided and the rights and obligations of Shipper and Transporter.

1. **AUTHORITY FOR TRANSPORTATION SERVICE:**

284G - Blanket

2. **RATE SCHEDULE: Firm Pooling Transportation Service (PTS-2)**

3. **Contract Quantities:**

Primary Route – see Exhibit A attached hereto.

4. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on October 1, 2002, and shall continue in full force and effect until the earlier of (i) the effective date of the surrender, pursuant to the notice given by or on behalf of Shipper to the federal governmental body having authority, of the last Dedicated Lease under that certain Lease Dedication Agreement dated September 12, 2002, or (ii) until Shipper has released all of its interest in the Dedicated Leases.

5. **RATES:**

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS_{tm} that it has agreed otherwise.

It is further agreed that Transporter 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 Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes

in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper 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 increased rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through GEMStm. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this Agreement:

TRANSPORTER:

ANR PIPELINE COMPANY
9 Greenway Plaza
Houston, Texas 77046
Attention: Transportation Services

SHIPPER:

BP ENERGY COMPANY
501 Westlake Park Blvd
Houston, TX 77079
Attention: Alfred Jeanjaquet

Telephone: (281) 366-4958
Fax: (281) 366-4932

INVOICES AND STATEMENTS:

BP ENERGY COMPANY
501 Westlake Park Blvd
Houston, TX 77079
Attention: Marty Barkley
Telephone: (281) 366-7503
Fax: (281) 366-5925

NOMINATIONS:

BP ENERGY COMPANY
501 Westlake Park Blvd
Houston, TX 77079
Attention: Jeromy McCollum
Telephone: (281) 366-4943
Fax: (281) 366-4932

ALL OTHER MATTERS:

BP ENERGY COMPANY
501 Westlake Park Blvd
Houston, TX 77079
Attention: Alfred Jez rjaquet
Telephone: (281) 366-4958
Fax: (281) 366-4932

8. **Further Agreement**

- a. See Negotiated Rate Letter Agreement dated September 12, 2002.
- b. Pursuant to section 18.15 of the General Terms & Conditions of ANR's FERC Gas Tariff, the Parties hereby otherwise agree that in no event shall Shipper or Transporter be liable to the other for special, indirect, consequential (including loss of profits), incidental or punitive damages, whether or not such damages arise out of a breach of contract, negligence, tort, or strict liability.

Date: September 12, 2002

Contract No.: 108250

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

SHIPPER: BP ENERGY COMPANY

By: _____

[Handwritten Signature]

Title: _____

V.P. TEXAS

[Handwritten Initials]

Date: _____

9/26/02

TRANSPORTER: ANR PIPELINE COMPANY

By: _____

[Handwritten Signature]

Director, -Transportation Services

Title: _____

Date: _____

9/27/02

EXHIBIT A
 to
 PTS-2 SERVICE AGREEMENT No. ~~106774~~ ¹⁰⁸²⁵⁰ *JL*
PRIMARY ROUTE EXHIBIT
 Effective October 1, 2002

Between

ANR PIPELINE COMPANY (TRANSPORTER) AND
BP ENERGY COMPANY (SHIPPER)

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
107535 West Cameron 167	103565 SE Headstation	130,000		

September 12, 2002

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Attention: Mr. Jeffery D. Felberg

RE: Negotiated Rate Letter Agreement
BP PTS-2 Contract Number 108250

Dear Jeff:

In consideration of the gas reserves dedicated to ANR Pipeline Company ("ANR" or "Transporter") under that certain Lease Dedication Agreement, dated September 12, 2002 (the "AC 25 Producer Gas"), and the continuing compliance of BP Energy Company ("BP" or "Shipper") therewith, ANR agrees to assess (and BP agrees to pay) the rates specified below for services performed under the above-referenced transportation contract (the "Contract"). The rates are applicable only in accordance with the following:

1. Shipper shall pay Transporter a total combined volumetric rate of \$.03 per dth under the Contract and the related ITS Service Agreement (Contract No. 108248, and/or ITS Service Agreement (Liquefiabiles Agreement) (Contract No. 108249). Subject to the other terms and conditions of this Negotiated Rate Letter Agreement, there will not be a reservation charge applicable to gas volumes transported hereunder. In addition to the volumetric rate, Shipper shall also be charged and shall pay Transporter's Use, ACA, GRI and any penalties or cashout surcharges in accordance with Transporter's Tariff. Except as otherwise set forth in this paragraph, Shipper shall not be required to pay any other surcharges under Transporter's effective FERC Gas Tariff.
2. The rates, terms and conditions described in Paragraph 1 above (the "Rate") shall be applicable only to AC 25 Producer Gas and other Shipper owned natural gas (i) produced into the East Breaks Gathering system, (ii) dedicated (for the life of the reserves) to Transporter's pipeline system, and (iii) delivered by Shipper to the WC 167 Receipt Point, and redelivered by Transporter to Transporter's Eunice Headstation under the Contract and transported under Shipper's ITS Service Agreement (Contract No. 108248) to points located in Transporter's Southeast Area Facilities and/or transported under ITS Service Agreement (Liquefiabiles Agreement) (Contract No. 108249) from Transporter's Eunice Headstation to a processing plant located in Transporter's Southeast Area (hereinafter the "Discounted Route"). In addition, subject to the other terms and conditions of this Agreement, the Rate shall also apply to all gas quantities transported from WC 167 Receipt Point to the Duralde Evangeline Interconnect (Location ID 312115) by Shipper under the Contract and the related ITS Service Agreement (Contract No. 108248). The Rate shall also apply to authorized overrun quantities on the Discounted Route (and to the

Duralde Evangeline Interconnect). For each decatherm of AC 25 Producer Gas that is produced into the East Breaks Gathering System and is dedicated to Transporter's pipeline system, but is not delivered by Shipper to the WC 167 Receipt Point, Shipper shall pay Transporter \$.03. Except as set forth in this paragraph, all other gas quantities transported under the Contract shall be subject to Transporter's Maximum Tariff Rates, plus all applicable surcharges, direct bills and fees, including Transporter's Use.

3. If Shipper requests a prospective increase of its MDQ to transport AC 25 Producer Gas under the Contract and subject to the rates, terms and conditions provided herein and there is sufficient capacity available to satisfy such request in accordance with capacity allocation procedures provided in Transporter's Tariff, Shipper would then be awarded such MDQ increase, with Shipper entitled to the rates, terms and conditions specified herein for such increase.
4. Third parties which acquire a working interest in a Dedicated Lease shall be assigned, or receive a release of, a corresponding level of capacity under the Contract and shall be come subject to the same terms and conditions and entitled to the same rates that are, or were applicable to Shipper, subject to receipt of any necessary regulatory approvals.

This Negotiated Rate Agreement will be filed with and subject to approval of the Federal Energy Regulatory Commission ("FERC"). Should any provision of this Agreement be found to be invalid or be required to be modified as a matter of law in a court having jurisdiction or by a duly authorized government agency, then only that provision of this Agreement shall be invalid or modified, and the remainder of this Agreement that is still valid and unaffected shall remain in force and unchanged. In such event, the parties shall make a good faith effort to negotiate reasonable and valid provisions to replace only those provisions of the Agreement found to be invalid or required to be modified and those provisions directly related and adversely impacted by such invalidation or required modification. The party seeking renegotiation shall give the other party ("Receiving Party") written notice. In the event a mutually acceptable agreement cannot be reached within ninety (90) days after Receiving Party's receipt of such notice, a party that is materially deprived of the economic benefit of this Agreement by virtue of the invalidation or required modification of said provision of this Agreement shall have the right to terminate this Agreement upon thirty (30) days prior written notice with no liability or obligation to the other party whatsoever, except as otherwise expressly set forth herein.

If this Negotiated Rate Letter Agreement accurately represents your understanding of the agreement between ANR and BP, please have the appropriate party execute two duplicate originals of this Negotiated Rate Letter Agreement and return same to the undersigned. Upon execution by ANR, one (1) fully executed original of the Negotiated Rate Letter Agreement will be forwarded for your retention. If you should have any questions, please do not hesitate to contact me at 832-676-4904.

Sincerely,



Dan Andruccioli
Supply Development
ANR Pipeline Company

AGREED TO AND ACCEPTED
THIS 27 DAY OF Sept., 2002.
ANR PIPELINE COMPANY

AGREED TO AND ACCEPTED
THIS ___ DAY OF _____, 2002.
BP ENERGY COMPANY

By: Joseph E. Pollard

By: F. W. Hill

Name: JOSEPH E. POLLARD

Name: F. W. HILL

Title: Director, -Transportation Services

Title: V.P. TEXAS

Contract No: 108250
Amendment No: 01

Date: October 19, 2012
"Transporter": ANR PIPELINE COMPANY
"Shipper": BP ENERGY COMPANY

PTS-2 Contract No. 108250 dated September 12, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2012 as follows:

- 1) Transporter and Shipper have agreed to revise the receipt location from West Cameron 167 (107535) to Grand Chenier/ANR (1250765).
- 2) Shipper and Transporter have agreed to replace Section 5. Rates in its entirety with the following:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter 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 Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper 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 changes in rates in whole or in part.

- 3) Shipper and Transporter have agreed to replace Section 8. FURTHER AGREEMENT in its entirety with the following:

8. Further Agreement

- a. See Negotiated Rate Letter Agreement as amended as of November 01, 2012 -- BP Energy Company PTS-2 Contract Number 108250 dated October 19, 2012.

Contract No: 108250
Amendment No: 01

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

BP ENERGY COMPANY

"Shipper"

By: Heath Hunt

EHK

Title: VP - EAST T+O

Date: 10-30-2012

ANR PIPELINE COMPANY

"Transporter"

By: Joseph E Pollard

DAB 10-31-12

Title: Director, - Commercial Services

~~AB~~ 10-31-12

Date: 10/31/12

Contract No: 108250
Amendment No: 01

EXHIBIT A
to
PTS-2 SERVICE AGREEMENT No. 108250
PRIMARY ROUTE EXHIBIT
Effective November 01, 2012
Between
ANR PIPELINE COMPANY (TRANSPORTER) AND
BP ENERGY COMPANY (SHIPPER)

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
1250765 Grand Chenier/ANR	103565 SE Headstation	130,000		

October 19, 2012

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Negotiated Rate Letter Agreement
BP PTS-2 Contract Number 108250

Ladies and Gentlemen:

BP Energy Company ("Shipper"), and ANR Pipeline Company ("Transporter") have entered into a certain Negotiated Rate Letter Agreement dated September 12, 2002, (the "Agreement") pursuant to which Transporter has agreed to assess (and Shipper 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 reference the changed receipt point on Transporter's pipeline system at which Shipper delivers AC 25 Producer Gas, as defined in the Agreement, under a certain Lease Dedication Agreement between the parties that is referenced in the Agreement. Accordingly, Shipper and Transporter agree as follows:

1. Effective as of the Effective Date (as hereinafter defined), all references in the Agreement to "WC 167 Receipt Point" are amended to be and read "Grand Chenier Receipt Point."
2. As used in this Amendment, "Effective Date" means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service.
3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: Joseph E. Pollard *JPB 10-31-12*
Name: Joseph E. Pollard
Title: Director, - Commercial Services *JPB 10-31-12*

AGREED TO ON
OCT 30, 2012:

BP ENERGY COMPANY

By: Heath Hunt *HK*
Name: Heath Hunt
Title: VP - EAST T&O

Natural Gas Reserve Commitment

BP Exploration & Production Inc. (Producer)
BP Energy Company (Transferee)

Agreement Effective Date: September 12, 2002
Amendment Dated October 19, 2012; Effective Date: November 1, 2012
Amendment Dated October 29, 2012; Effective Date: November 1, 2012

September 12, 2002

BP Exploration & Production Inc.
200 WestLake Park Boulevard
Houston, Texas 77079

BP Energy Company
501 WestLake Park Boulevard
Houston, Texas 77079

**Re: Letter Agreement Regarding
Natural Gas Reserve Commitment**

Gentlemen:

BP Exploration & Production Inc. (hereinafter referred to as "Producer"), BP Energy Company (hereinafter referred to as "Transferee") and ANR Pipeline Company (hereinafter referred to as "ANR") are entering into this Letter Agreement (the "Agreement") setting forth the terms and conditions pursuant to which Producer and Transferee shall commit to deliver AC 25 Producer Gas, as defined below, to ANR's pipeline system. Both Producer and Transferee are parties to this Agreement inasmuch as Producer holds the primary right to dedicate the subject production to ANR and Transferee will hold title to the production during transportation under its name on ANR's pipeline system.

In consideration of the mutual covenants and benefits contained herein, ANR, Producer and Transferee hereby agree as follows:

1. Definitions

(a) AC 25 Producer Gas – shall refer to all natural gas reserves which are owned and produced by Producer (or its permitted successor(s) or assigns in interest) underlying those lands and leaseholds identified in Exhibit A (hereinafter the "Producing Properties"), which is attached hereto, and made a part hereof, as amended or modified from time to time to include any other gas reserves dedicated to ANR under this Agreement.

(b) EBG – shall refer to East Breaks Gathering Company, L.L.C., the deep water gathering system which extends from a Producer-owned Deep Draft Caisson Vessel located in AC Block 25 (hereinafter the "AC 25 DDCV") to a point of interconnection with the High Island Offshore System ("HIOS") located in High Island Area, Block A-573, Offshore Louisiana.

(c) WC 167 Receipt Point – shall refer to a point of interconnection between the pipeline facilities of HIOS and ANR located in west Cameron, Block 167, Offshore Louisiana.

2. Producer Reserve Commitment

(a) Producer and Transferee (and/or their permitted transferees, successors or assigns in interests in the Producing Properties) shall deliver, or cause to be delivered, all AC 25 Producer Gas to the WC 167 Receipt Point for transportation and delivery to other points on ANR's pipeline system, except that Producer reserves unto itself, its permitted successors and assigns, the following rights and quantities of production sufficient to satisfy or account for the following:

- (i) the right to operate the Producing Properties free from any control by ANR, including without limitation, the right (but never the obligation) to drill new wells, to repair and rework old wells, to shut in wells, to renew, surrender, release, or terminate any lease in whole or in part covering the affected Producing Properties;
- (ii) the right to deliver production to lessors of leases covering the Producing Properties in quantities sufficient to fulfill lease obligations from time to time, including the right to take royalty in kind;
- (iii) the right to use production for development and operations of the Producing Properties including (but not limited to) the use of AC 25 Producer Gas for fuel, drilling (including gas drilling), deepening, reworking, compressing, gas lifting, processing, treating, cycling, repressuring, or other supplemental recovery operations, provided, however, that any AC 25 Producer Gas so used but not consumed by such uses shall remain dedicated to ANR's pipeline system under this Agreement;
- (iv) Producer's obligations with respect to fuel and lost and unaccounted for gas on (i) the HIOS system pursuant to HIOS' FERC Gas Tariff, and (ii) the EBG; and
- (v) the AC 25 Producer Gas which forms into liquids as a result of changes in temperature and pressure on the EBG and/or the HIOS pipeline systems.

(b) To the extent that ANR is unable to take receipt of all, or a part of, AC 25 Producer Gas being delivered to ANR due to either (i) capacity constraints on ANR's pipeline system, or (ii) Force Majeure on ANR's pipeline system, then only such AC 25 Producer Gas quantities that ANR is unable to take shall be temporarily released from dedication on ANR. No later than forty-two (42) days after notification to Producer that ANR has regained, or notification to Producer of the date ANR will regain, its ability to take receipt of all AC 25 Producer Gas delivered to ANR, Producer or Transferee shall resume nomination of all AC 25

Producer Gas (including those gas volumes temporarily released) for delivery to ANR at the WC 167 Receipt Point in accordance with the terms and conditions of this Agreement.

(c) To the extent that ANR is unable to take receipt of all, or a part of, AC 25 Producer Gas being delivered to ANR's pipeline system at the WC 167 Receipt Point due to scheduled outages on ANR's pipeline system, then only such AC 25 Producer Gas quantities that ANR is unable to take shall be temporarily released from dedication on ANR's pipeline system. No later than the first available nomination period after the first twenty-four (24) hours following Producer's receipt of notification by ANR that the scheduled outage has concluded, Producer or Transferee shall resume nomination of all AC 25 Producer Gas (including those gas volumes temporarily released) for delivery to ANR at the WC 167 Receipt Point in accordance with the terms and conditions of this Agreement.

(d) To the extent that Producer or Transferee is unable to deliver all, or a part of, AC 25 Producer Gas to ANR's pipeline system at the WC 167 Receipt Point due to the inability of the upstream transporter(s) to deliver such AC 25 Producer Gas as a result of either (i) an event of force majeure on the upstream transporters' pipeline systems, or (ii) failure of one or more of the upstream transporters to deliver AC 25 Producer Gas to ANR's pipeline system at the WC 167 Receipt Point for any reason(s), other than a breach by Producer or Transferee of its obligations under the upstream transporter(s)' transportation agreements, or any other action or non-action of Producer or Transferee, then only such AC 25 Producer Gas quantities not taken by the upstream transporters shall be temporarily released from dedication on ANR's pipeline system. No later than the first available nomination period after the first twenty-four (24) hours following Producer's receipt of notification by the upstream transporters of upstream transporter(s)' ability to resume deliveries of AC 25 Producer Gas to ANR's pipeline system at the WC 167 Receipt Point, Producer or Transferee shall resume nomination of all AC 25 Producer Gas (including those gas volumes temporarily released) for delivery to ANR at the WC 167 Receipt Point in accordance with the terms and conditions of this Agreement.

(e) Producer and Transferee shall promptly notify ANR of and to the extent of any AC 25 Producer Gas that has been produced into the East Breaks Gathering System, has not been released from dedication on a temporary or permanent basis hereunder, but which is not delivered to the WC 167 Receipt Point. Producer and Shipper shall also cause upstream transporters or gatherers of AC 25 Producer Gas to provide, and hereby authorizes ANR to obtain, such information as is necessary to confirm the extent of any such diverted AC 25 Producer Gas. To the extent necessary to determine whether Producer and Transferee have fulfilled their obligation to deliver AC 25 Producer Gas dedicated to ANR's pipeline system, ANR shall have the right, during regular business hours and at Producer's and Transferee's offices, to audit, at ANR's own expense, all books and records maintained by Producer and Transferee relating to (i) AC 25 Producer Gas production volumes and related data, and (ii) nomination information and related data on the EBG, HIOS, and ANR pipeline systems. Notwithstanding the foregoing, Producer and Transferee shall not be required to provide

nomination or production data relating to periods occurring prior to the two-year period immediately preceding the date of ANR's request for the same. ~~Provided however, that ANR shall not either call for or conduct such audit more often than once per calendar year. All information obtained by ANR through such an audit shall be subject to the confidentiality provision of this Agreement.~~

(f) The parties hereby agree to amend Exhibit A to reflect the lands and leaseholds covering additional gas reserves dedicated to ANR under this Agreement.

3. Producer Permanent Reserve Release

(a) The term "ANR's Inability" shall refer to ANR's inability to accept quantities of AC 25 Producer Gas tendered by Producer at the WC 167 Receipt Point for reasons other than (i) force majeure, (ii) scheduled or routine maintenance on ANR's pipeline system, (iii) failure of downstream or upstream transporters and/or (iv) any acts or omissions by Producer. If ANR's Inability lasts for a period of more than sixty (60) consecutive days, or for more than sixty (60) cumulative days during any one hundred eighty (180) day period, then Producer may request (in writing) a prospective permanent release of AC 25 Producer Gas equal to the daily average of AC 25 Producer Gas impacted by ANR's Inability (hereinafter referred to as "Producer's Impacted Quantities). Producer's Impacted Quantities shall be determined by dividing the sum of all AC 25 Producer Gas quantities unaccepted by ANR during a (i) sixty (60) consecutive day period or (ii) any sixty (60) days during a one hundred eighty (180) day period, by sixty (60).

(b) Within three (3) months following Producer's and Transferee's request for permanent release due to ANR's Inability, ANR shall review with Producer and Transferee the steps or actions ANR is taking or proposes to take to enable ANR to receive Producer's and Transferee's Impacted Quantities. ANR shall have nine (9) months (but eighteen (18) months if additional compression facilities are required) from the date of ANR's receipt of Producer's and Transferee's permanent release request to complete such steps or actions, including without limitation, the installation of facilities to enable ANR to receive Producer's and Transferee's Impacted Quantities at the WC 167 Receipt Point, provided, however, that ANR shall have the right to extend such date for an additional three (3) months beyond the original nine (9) month period or, with respect to compression facilities, the original eighteen (18) month period, if ANR has made a significant economic commitment with respect to such curative actions, it is reasonable to believe that such actions will enable ANR to receive Producer's and Transferee's Impacted Quantity within three (3) months following the original nine (9) month period or, with respect to compression facilities, the original eighteen (18) month period and, all AC 25 Producer Gas tendered but not taken is temporarily released pursuant to Paragraph 2(b) above.

(c) Within thirty (30) days after completion of the review described in the immediately preceding paragraph, Producer and Transferee shall notify ANR in writing if Producer and Transferee reasonably believe ANR has not commenced activities which could

reasonably be expected to allow ANR to receive such Producer's and Transferee's Impacted Quantities and Producer and Transferee therefore elect to implement the permanent release of their obligations under Paragraph 3(a) with respect to Producer's and Transferee's Impacted Quantities. If such notification is timely delivered, immediately after the end of the nine (9) months or (18) month period set forth above, ANR will permanently release Producer's and Transferee's Impacted Quantities from any and all obligations under this Agreement.

(d) To the extent Producer or Transferee is unable to tender quantities of AC 25 Producer Gas to ANR at the WC 167 Receipt Point due to a permanent release granted by one or more of the upstream transporters under the terms and conditions agreed to in that certain (i) Reserve Commitment Agreement by and between High Island Offshore System, L.L.C. and Producer dated September 12, 2002 and/or (ii) Gas Gathering Agreement dated December 11, 1998 between East Breaks Gathering Company, L.L.C. and Producer, Producer or Transferee may request in writing (which request shall also contain documentation to evidence the grant of a permanent release by the upstream transporter(s)) from ANR a prospective permanent release (which request shall be granted by ANR) for the same quantity of AC 25 Producer Gas permanently released by one or more of the upstream transporters. Such permanent release on ANR shall be effective upon the later to occur of (i) the effective date of the permanent release on the upstream transporter(s) or (ii) the date ANR receives Producer's request for a permanent release.

(e) For purposes of identifying AC 25 Producer Gas permanently or temporarily released in accordance with the terms and conditions of this Agreement, the parties hereby agree that the last gas that goes through the measurement facilities located at the AC 25 DDCV shall be deemed the AC 25 Producer Gas permanently or temporarily released.

4. Notices

Unless otherwise specifically provided herein to the contrary, all notices, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by facsimile, by overnight courier or by mail, in each instance with proof of delivery, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person; (b) upon receipt if give by facsimile so long as confirmed by overnight courier; (c) one (1) business day after having been delivered to an air courier for overnight delivery; or (d) three (3) business days after having been deposited in the U.S. mail, in each instance all fees prepaid. Any such notice shall be directed to the party, or its permitted assignee at the following address:

If to ANR:

ANR Pipeline Company
Supply Development

BP Exploration & Production Inc.

September 12, 2002

Page 6 of 11

Nine Greenway Plaza
Houston, Texas 77046

Attention: Director of Gas Supply
Telephone: (832) 676-5112
Fax: (832) 676-1451

If to Producer:

BP Exploration & Production Inc.
200 WestLake Park Boulevard
Houston, Texas 77079

Attention: Director Midstream Services
Telephone: (281) 366-7680
Fax: (281) 366-3781

If to Transferee:

BP Energy Company
501 WestLake Park Boulevard
Houston, Texas 77079

Attention: _____
Telephone: (281) 366-4958
Fax: (281) 366-4932

Any party may change its address for the purpose of notice hereunder by giving the other party prior written notice of such new address in accordance with this provision by certified or registered mail.

5. Term

This Agreement shall be effective as of the date set for the above, and shall continue in full force and effect until the earlier to occur of (i) the effective date of the notice, issued pursuant to 30 CFR Section 256.76 (as amended or replaced), provided by, or on behalf of, Producer to the Minerals Management Service, or any governmental body that may succeed to its authority, of the surrender of the last of the leases covering the Producing Properties, or (ii) the mutual agreement of the parties (in writing), or (iii) the termination of the ANR

transportation agreements under which AC 25 Producer Gas is transported in accordance with the terms and conditions thereof, or (iv) pursuant to Paragraph 6 hereof.

Notwithstanding the termination of this Agreement for any reason, the parties hereunder shall be required to pay any and all bills, costs and charges accrued under this Agreement for the period up to and including the effective termination date of this Agreement.

6. Default Clause

"Event of Default" or "Default" hereunder shall mean the failure by either party (the "Non-Performing Party") to perform or comply with any material term, covenant, condition, obligation, or other provision contained in this Agreement when such failure has not been remedied within thirty (30) days (or other time period expressly specified by this Agreement) (the "Notice Period") after receipt of written notice describing the alleged non-performance or non-compliance with particularity and demanding that such non-performance or non-compliance be cured or remedied; provided, however, that there shall be no Event of Default or Default if the failure cannot reasonably be cured within such Notice Period so long as the Non-Performing Party commences reasonable efforts to remedy or cure said failure promptly upon receipt of notice and continues these efforts after the Notice Period until the failure has been cured or remedied and such remedy or cure has been effected within a reasonable period of time. Further, there shall be no Event of Default or Default if and to the extent AC 25 Producer Gas that is produced into the East Breaks Gathering System is not delivered by Shipper to the WC 167 Receipt Point, provided ANR receives payment for any such volumes in accordance with the rates otherwise applicable to such volumes.

The party not causing said Event of Default or Default, at its option, may elect to terminate this Agreement by providing the Non-Performing Party written notice of its intent to terminate this Agreement within sixty (60) days of said Event of Default or Default.

7. Severability Clause

Should any provision of this Agreement be found to be invalid or be required to be modified as a matter of law in a court having jurisdiction or by a duly authorized government agency, then only that provision of this Agreement shall be invalid or modified, and the remainder of this Agreement that is still valid and unaffected shall remain in force and unchanged. In such event, the parties shall make a good faith effort to negotiate reasonable and valid provisions to replace only those provisions of the Agreement found to be invalid or required to be modified and those provisions directly related and adversely impacted by such invalidation or required modification. The party seeking renegotiation shall give the other party ("Receiving Party") written notice. In the event a mutually acceptable agreement cannot be reached within ninety (90) days after Receiving Party's receipt of such notice, a party that is materially deprived of the economic benefit of this Agreement by virtue of the invalidation or

required modification of said provision of this Agreement shall have the right to terminate this Agreement upon thirty (30) days prior written notice with no liability or obligation to the other party whatsoever, except as expressly provided for in this Agreement.

8. Confidentiality

During the term of this Agreement, and continuing for three years thereafter, the terms and conditions stated herein, including any information or data exchanged between the parties hereunder that is marked as "Confidential" or "Proprietary", shall be maintained as confidential, and shall not be disclosed by either party to any third party without the prior written consent of the other party (which consent shall not be unreasonably withheld), except as such disclosure is either (i) required by law, including without limitation, the rules and regulations of any regulatory agency or governmental body having jurisdiction over Producer, ANR, or the subject matter hereof; (ii) made to the disclosing party's designated agent or representative (excluding the disclosing party's gas exploration and/or production affiliates), and such designated agent or representative has agreed to be bound by the terms of this confidentiality provision; or (iii) made by Producer to its marketing affiliate(s), and such marketing affiliate(s) has agreed to be bound by the terms of this confidentiality provision; and/or (iv) if required by law to be made by Producer, to the Mineral Management Service. To the extent that such disclosure is required by law, the disclosing party shall request confidential and/or privileged treatment of all such information pursuant to the applicable statutes, rules or regulations, and shall provide reasonable notice to the other party prior to such disclosure.

9. Miscellaneous

a) To the extent the law of another jurisdiction is not required to be applied, this Agreement shall be deemed to be a contract under, and shall be construed, interpreted and governed by and according to, the laws of the State of Texas without regard to any choice or conflict of laws rules or principles which, if applied, might permit or require the application of the laws of another jurisdiction.

b) The numbering and heading of particular provisions of this Agreement is for the purpose of convenience only, and shall not be construed as having any substantive effect on the terms of this Agreement.

c) This Agreement constitutes the entirety of the understanding between ANR, Producer and Transferee with respect to the provisions expressly set forth herein, and supersedes and cancels any prior understanding or written or oral agreement relative to said provisions. No modification, variation, or amendment of this Agreement shall be effective unless first reduced to writing and fully executed by both ANR and Producer.

d) A waiver by ANR, Producer or Transferee of any default by the other in the performance of this Agreement shall not operate or be construed as a waiver of any future default, whether of a like or different character.

e) No assignment of this Agreement, or any right or obligation hereunder, shall be made without prior written notice to, and consent of, the other party, which consent shall not be unreasonably withheld, except that Producer and Transferee shall have the right to assign this Agreement to its successors and assigns acquiring all, or any portion of, Producer's respective interests in and to the lands and leaseholds identified in Exhibit A.

f) Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than ANR, Producer and Transferee (and their respective transferee's successors and permitted assigns) any rights, remedies or obligations under, or by reason of, this Agreement or any transaction contemplated hereby.

g) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE WHETHER OR NOT SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

If the foregoing correctly sets forth our mutual understandings with respect to the matters set forth herein, please execute three (3) originals of this Agreement in the space provided below, and return them to the undersigned. ANR will provide a fully executed original of this Agreement to Producer for its records.

ANR PIPELINE COMPANY

By: *Joseph Pollard* *WR*
Title: Director - Transportation Services

BP EXPLORATION & PRODUCTION INC.

By: *Steve C. Chung* *MR J.O.K.*
Title: ATTORNEY IN FACT

BP ENERGY COMPANY

By: *P. Hagelhill*
Title: V.P. TEXAS *MR*

Exhibit A
to
Letter Agreement Regarding Natural Gas Reserve Commitment
between
ANR PIPELINE COMPANY,
BP EXPLORATION & PRODUCTION INC.
AND BP ENERGY COMPANY

(Page 1 of 1)

LANDS AND LEASEHOLDS COMPRISING THE PRODUCING PROPERTIES

<u>AREA</u>	<u>BLOCK</u>	<u>OCS LEASE NUMBER</u>
Alaminos Canyon	21	G12682
Alaminos Canyon	22	G14255
Alaminos Canyon	25	G10380
Alaminos Canyon	26	G10381
Alaminos Canyon	65	G9249
East Breaks	944	G12626
East Breaks	945	G8211
East Breaks	946	G8212
East Breaks	988	G8213
East Breaks	989	G8214

October 19, 2012

BP Exploration & Production Inc.
200 WestLake Park Boulevard
Houston, Texas 77079

BP Energy Company
501 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Lease Dedication Agreement

Ladies and Gentlemen:

BP Exploration & Production Inc. ("Producer"), BP Energy Company ("Transferee") and ANR Pipeline Company ("ANR") have entered into a certain Lease Dedication Agreement dated September 12, 2002, (the "Agreement") pursuant to which Producer and Transferee have committed to deliver AC 25 Producer Gas, as defined in the Agreement, to ANR's pipeline system. This letter (hereinafter, "Amendment") amends the Agreement, effective as of the Effective Date (as hereinafter defined), to change the receipt point on ANR's pipeline system at which Producer is to deliver AC 25 Producer Gas. Accordingly, Producer, Transferee and ANR agree as follows:

1. Paragraph 1(c) of the Agreement is amended in its entirety to read as follows:

(c) Grand Chenier Receipt Point - shall refer to a point of interconnection between the pipeline facilities of TC Offshore LLC and ANR located at or near ANR's Grand Chenier Compressor Station in Cameron Parish, Louisiana, DRN No. 1250765.

2. All references in the Agreement to "WC 167 Receipt Point" are amended to be and read "Grand Chenier Receipt Point."

3. As used in this Amendment, the "Effective Date" means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service. Notwithstanding the foregoing, the effectiveness of the modifications to the Agreement set forth in this Amendment are conditioned upon acceptance by the Federal Energy Regulatory Commission, on terms satisfactory to ANR, Producer and Transferee, of modifications to the negotiated rate agreements under which AC 25 Producer Gas is transported on ANR's pipeline system that are required to be made as a result of such modifications being made to the Agreement.

4. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Name: Joseph E. Pollard
Title: Director, - Commercial Services

0700 10-31-12
AS 10-31-12

AGREED TO ON
October 30, 2012:

BP EXPLORATION & PRODUCTION INC.

By: Pete A. Edlund
Name: Pete A. Edlund
Title: Attorney-in-fact

BP ENERGY COMPANY

By: Heath Hunt
Name: Heath Hunt
Title: VP - East Tco

October 29, 2012

BP Exploration & Production Inc.
200 WestLake Park Boulevard
Houston, Texas 77079

BP Energy Company
501 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Lease Dedication Agreement

Ladies and Gentlemen:

BP Exploration & Production Inc. ("Producer"), BP Energy Company ("Transferee") and ANR Pipeline Company ("ANR") have entered into a certain Lease Dedication Agreement dated September 12, 2002, as amended (as so amended, the "Agreement") pursuant to which Producer and Transferee have committed to deliver AC 25 Producer Gas, as defined in the Agreement, to ANR's pipeline system. This letter (hereinafter, "Amendment") amends the Agreement, effective as of the Effective Date (as hereinafter defined), to change the lands and leaseholds comprising the producing properties. Accordingly, Producer, Transferee and ANR agree as follows:

1. Exhibit A of the Agreement shall be deleted in its entirety and replaced with the new Exhibit A attached hereto.

2. As used in this Amendment, the "Effective Date" means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service. Notwithstanding the foregoing, the effectiveness of the modifications to the Agreement set forth in this Amendment are conditioned upon acceptance by the Federal Energy Regulatory Commission, on terms satisfactory to ANR, Producer and Transferee, of modifications to the negotiated rate agreements under which AC 25 Producer Gas is transported on ANR's pipeline system that are required to be made as a result of such modifications being made to the Agreement.

3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: Joseph E. Pollard
Name: Joseph E. Pollard ¹¹⁻¹⁻¹²
Title: Director, - Commercial Services ^{11/2/12}

AGREED TO ON
November 1st, 2012:

BP EXPLORATION & PRODUCTION INC.

By: [Signature] ^{JK}
Name: JK A Edlund
Title: Attorney-in-fact

BP ENERGY COMPANY

By: [Signature] ^{JK}
Name: Heath Hunt
Title: VP - EAST TD

Exhibit A
to
Letter Agreement Regarding Natural Gas Reserve Commitment
between
ANR PIPELINE COMPANY,
BP EXPLORATION & PRODUCTION INC.
AND BP ENERGY COMPANY

(Page 1 of 1)

LANDS AND LEASEHOLDS COMPRISING THE PRODUCING PROPERTIES

<u>AREA</u>	<u>BLOCK</u>	<u>OCS LEASE NUMBER</u>
Alaminos Canyon	25	G10380
Alaminos Canyon	26	G10381
East Breaks	945	G8211
East Breaks	946	G8212
East Breaks	989	G8214

Appendix B
ANR Pipeline Company
FERC Gas Tariff, Third Revised Volume No. 1
Marked Tariff

Tariff Section

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Version

v.17.0.0

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ANR Pipeline Company
Marked Amendments

- 1) BP Energy Company
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- 5) BP Exploration & Production Inc.
Natural Gas Reserve Commitment Amendment Dated October 19, 2012
- 6) BP Exploration & Production Inc.
Natural Gas Reserve Commitment Amendment Dated October 29, 2012

October 19, 2012

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Negotiated Rate Letter Agreement
BP ITS Contract Number 108248

Ladies and Gentlemen:

BP Energy Company (“Shipper”), and ANR Pipeline Company (“Transporter”) have entered into a certain Negotiated Rate Letter Agreement dated September 12, 2002, (the “Agreement”) pursuant to which Transporter has agreed to assess (and Shipper 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 reference the changed receipt point on Transporter’s pipeline system at which Shipper delivers AC 25 Producer Gas, as defined in the Agreement, under a certain Lease Dedication Agreement between the parties that is referenced in the Agreement. Accordingly, Shipper and Transporter agree as follows:

1. Effective as of the Effective Date (as hereinafter defined), all references in the Agreement to “WC 167 Receipt Point” are amended to be and read “Grand Chenier Receipt Point.”
2. As used in this Amendment, “Effective Date” means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service.
3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: _____

Name: _____

Title: _____

AGREED TO ON

_____, 2012:

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

October 19, 2012

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Negotiated Rate Letter Agreement
BP ITS (Liquefiabiles) Contract Number 108249

Ladies and Gentlemen:

BP Energy Company (“Shipper”), and ANR Pipeline Company (“Transporter”) have entered into a certain Negotiated Rate Letter Agreement dated September 12, 2002, (the “Agreement”) pursuant to which Transporter has agreed to assess (and Shipper 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 reference the changed receipt point on Transporter’s pipeline system at which Shipper delivers AC 25 Producer Gas, as defined in the Agreement, under a certain Lease Dedication Agreement between the parties that is referenced in the Agreement. Accordingly, Shipper and Transporter agree as follows:

1. Effective as of the Effective Date (as hereinafter defined), all references in the Agreement to “WC 167 Receipt Point” are amended to be and read “Grand Chenier Receipt Point.”
2. As used in this Amendment, “Effective Date” means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service.
3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: _____

Name: _____

Title: _____

AGREED TO ON

_____, 2012:

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

Contract No: 108250
Amendment No: 01

Date: October 19, 2012
“Transporter”: ANR PIPELINE COMPANY
“Shipper”: BP ENERGY COMPANY

PTS-2 Contract No. 108250 dated September 12, 2002 ("Agreement") between Transporter and Shipper is amended effective November 01, 2012 as follows:

- 1) Transporter and Shipper have agreed to revise the receipt location from West Cameron 167 (107535) to Grand Chenier/ANR (1250765).
- 2) Shipper and Transporter have agreed to replace Section 5. **Rates** in its entirety with the following:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter 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 Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper 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 changes in rates in whole or in part.

- 3) Shipper and Transporter have agreed to replace Section 8. **FURTHER AGREEMENT** in its entirety with the following:

8. Further Agreement

- a. See Negotiated Rate Letter Agreement as amended as of November 01, 2012 – BP Energy Company PTS-2 Contract Number 108250 dated October 19, 2012.

Contract No: 108250
Amendment No: 01

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

BP ENERGY COMPANY
"Shipper"

By: _____

Title: _____

Date: _____

ANR PIPELINE COMPANY
"Transporter"

By: _____

Title: _____

Date: _____

Contract No: 108250
Amendment No: 01

EXHIBIT A
to
PTS-2 SERVICE AGREEMENT No. 108250
PRIMARY ROUTE EXHIBIT
Effective October 19, 2012
Between
ANR PIPELINE COMPANY (TRANSPORTER) AND
BP ENERGY COMPANY (SHIPPER)

Receipt Number Name	Delivery Number Name	Annual MDQ (DTH)	Winter MDQ (DTH)	Summer MDQ (DTH)
<u>1250765</u> Grand Chenier/ANR	103565 SE Headstation	130,000		

October 19, 2012

BP Energy Company
200 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Negotiated Rate Letter Agreement
BP PTS-2 Contract Number 108250

Ladies and Gentlemen:

BP Energy Company (“Shipper”), and ANR Pipeline Company (“Transporter”) have entered into a certain Negotiated Rate Letter Agreement dated September 12, 2002, (the “Agreement”) pursuant to which Transporter has agreed to assess (and Shipper 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 reference the changed receipt point on Transporter’s pipeline system at which Shipper delivers AC 25 Producer Gas, as defined in the Agreement, under a certain Lease Dedication Agreement between the parties that is referenced in the Agreement. Accordingly, Shipper and Transporter agree as follows:

1. Effective as of the Effective Date (as hereinafter defined), all references in the Agreement to “WC 167 Receipt Point” are amended to be and read “Grand Chenier Receipt Point.”

2. As used in this Amendment, “Effective Date” means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service.

3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: _____

Name: _____

Title: _____

AGREED TO ON

_____, 2012:

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

October 19, 2012

BP Exploration & Production Inc.
200 WestLake Park Boulevard
Houston, Texas 77079

BP Energy Company
501 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Lease Dedication Agreement

Ladies and Gentlemen:

BP Exploration & Production Inc. ("Producer"), BP Energy Company ("Transferee") and ANR Pipeline Company ("ANR") have entered into a certain Lease Dedication Agreement dated September 12, 2002, (the "Agreement") pursuant to which Producer and Transferee have committed to deliver AC 25 Producer Gas, as defined in the Agreement, to ANR's pipeline system. This letter (hereinafter, "Amendment") amends the Agreement, effective as of the Effective Date (as hereinafter defined), to change the receipt point on ANR's pipeline system at which Producer is to deliver AC 25 Producer Gas. Accordingly, Producer, Transferee and ANR agree as follows:

1. Paragraph 1(c) of the Agreement is amended in its entirety to read as follows:

(c) Grand Chenier Receipt Point – shall refer to a point of interconnection between the pipeline facilities of TC Offshore LLC and ANR located at or near ANR's Grand Chenier Compressor Station in Cameron Parish, Louisiana, DRN No. 1250765.

2. All references in the Agreement to "WC 167 Receipt Point" are amended to be and read "Grand Chenier Receipt Point."

3. As used in this Amendment, the "Effective Date" means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service. Notwithstanding the foregoing, the effectiveness of the modifications to the Agreement set forth in this Amendment are conditioned upon acceptance by the Federal Energy Regulatory Commission, on terms satisfactory to ANR, Producer and Transferee, of modifications to the negotiated rate agreements under which AC 25 Producer Gas is transported on ANR's pipeline system that are required to be made as a result of such modifications being made to the Agreement.

4. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: _____

Name: _____

Title: _____

AGREED TO ON

_____, 2012:

BP EXPLORATION & PRODUCTION INC.

By: _____

Name: _____

Title: _____

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

October 29, 2012

BP Exploration & Production Inc.
200 WestLake Park Boulevard
Houston, Texas 77079

BP Energy Company
501 WestLake Park Boulevard
Houston, Texas 77079

Re: Amendment to Lease Dedication Agreement

Ladies and Gentlemen:

BP Exploration & Production Inc. (“Producer”), BP Energy Company (“Transferee”) and ANR Pipeline Company (“ANR”) have entered into a certain Lease Dedication Agreement dated September 12, 2002, as amended (as so amended, the “Agreement”) pursuant to which Producer and Transferee have committed to deliver AC 25 Producer Gas, as defined in the Agreement, to ANR’s pipeline system. This letter (hereinafter, “Amendment”) amends the Agreement, effective as of the Effective Date (as hereinafter defined), to change the lands and leaseholds comprising the producing properties. Accordingly, Producer, Transferee and ANR agree as follows:

1. Exhibit A of the Agreement shall be deleted in its entirety and replaced with the new Exhibit A attached hereto.
2. As used in this Amendment, the “Effective Date” means the first day of the first full month during which the pipeline facilities of TC Offshore LLC at the Grand Chenier Receipt Point referred to above are owned by TC Offshore LLC and are in service. Notwithstanding the foregoing, the effectiveness of the modifications to the Agreement set forth in this Amendment are conditioned upon acceptance by the Federal Energy Regulatory Commission, on terms satisfactory to ANR, Producer and Transferee, of modifications to the negotiated rate agreements under which AC 25 Producer Gas is transported on ANR’s pipeline system that are required to be made as a result of such modifications being made to the Agreement.
3. Subject to the modifications set forth in this Amendment, the Agreement is and remains in full force and effect.

[Signatures appear on the following page.]

If the foregoing correctly sets forth the mutual understandings of the parties with respect to the matters set forth herein, please execute two of the counterparts of this Amendment in the space provided below and return both to ANR.

Very truly yours,

ANR PIPELINE COMPANY

By: _____

Name: _____

Title: _____

AGREED TO ON

_____, 2012:

BP EXPLORATION & PRODUCTION INC.

By: _____

Name: _____

Title: _____

BP ENERGY COMPANY

By: _____

Name: _____

Title: _____

Exhibit A
to
~~Letter Agreement Regarding Natural Gas Reserve Commitment~~
between
ANR PIPELINE COMPANY,
BP EXPLORATION & PRODUCTION INC.
AND BP ENERGY COMPANY

(Page 1 of 1)

LANDS AND LEASEHOLDS COMPRISING THE PRODUCING PROPERTIES

<u>AREA</u>	<u>BLOCK</u>	<u>OCS LEASE NUMBER</u>
Alaminos Canyon	21	G12682
Alaminos Canyon	22	G14255
Alaminos Canyon	25	G10380
Alaminos Canyon	26	G10381
Alaminos Canyon	65	G9249
East Breaks	944	G12626
East Breaks	945	G8211
East Breaks	946	G8212
East Breaks	988	G8213
East Breaks	989	G8214