

MIDCONTINENT EXPRESS PIPELINE LLC

December 15, 2016

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N. E.
Washington, D.C. 20426

Re: Midcontinent Express Pipeline LLC
MEP Housekeeping Filing
Docket No. RP17-

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”), Midcontinent Express Pipeline LLC (“MEP”) hereby submits for filing the tariff records of its First Revised Volume No. 1 FERC Gas Tariff (“Volume No. 1”) and its Original Volume No. 2 Tariff (“Volume No. 2”) listed in Appendix A.

Statement of Nature, Reasons and Basis

The purpose of this filing is to make miscellaneous updates, clarifications and error corrections to various sections of MEP’s currently effective tariff. The proposed changes and affected sections of the Tariff are described in Appendix B – Table of Tariff Changes. MEP asks the Commission to accept this tariff filing and permit the proposed tariff records to become effective February 1, 2017.

Procedural Matters

MEP respectfully requests waivers of the Commission’s regulations, to the extent necessary, to permit the proposed tariff records in Volume No. 1 and Volume No. 2 to become effective February 1, 2017.

Materials Enclosed

In accordance with 18 C.F.R. Part 154.7(a) (1) of the Commission’s regulations, MEP states that the following items are included in this filing:

An eTariff XML filing package, filed as a zip (compressed) file, containing:

1. This transmittal letter; and
2. Appendix A, containing a list of the tendered tariff records; and
3. Appendix B, containing a reference table of proposed tariff changes; and

4. Clean and marked versions of the tariff records in PDF format.

Service

The undersigned certifies that a copy of this filing has been served pursuant to 18 C.F.R. § 154.208 on MEP's customers and interested state regulatory commissions.

Communications

Correspondence and communications concerning this filing should be sent to each of the following persons and that each should be included on the Commission's service list for this filing:

Karen Z. Ferazzi, Esq.
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MEP also requests that copies be sent to:

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Pursuant to 18 C.F.R. § 154.4(b) and § 385.2005 (a)(2) of the Commission's regulations, the undersigned, having full power and authority to execute this filing, has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

Very truly yours,

/s/ T. Brooks Henderson

T. Brooks Henderson

Director, Rates & Regulatory

Midcontinent Express Pipeline LLC

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document upon all customers of Midcontinent Express Pipeline LLC and all interested state commissions this 15th day of December, 2016.

/s/ T. Brooks Henderson
Brooks Henderson
Director, Rates & Regulatory
Midcontinent Express Pipeline LLC

APPENDIX A
MIDCONTINENT EXPRESS PIPELINE LLC

Volume No. 1 Tariff Sheets Proposed to be effective February 1, 2017

Title Page	First Revised
Sheet No. 3	Third Revised
Sheet No. 22	First Revised
Sheet No. 41	First Revised
Sheet No. 42	First Revised
Sheet No. 43	First Revised
Sheet No. 200	Second Revised
Sheet No. 353	Second Revised
Sheet No. 374	Second Revised
Sheet No. 375	Second Revised
Sheet No. 376	First Revised
Sheet No. 377	Second Revised
Sheet No. 382	Sixth Revised
Sheet No. 383	Ninth Revised
Sheet No. 403	First Revised
Sheet No. 404	First Revised

Volume No. 2 Tariff Sheets Proposed to be effective February 1, 2017

Title Page	Version 2.0.0
Part 2.2	Version 6.0.0
Part 4.4	Version 2.0.0

**APPENDIX B
MIDCONTINENT EXPRESS PIPELINE LLC**

TABLE OF TARIFF CHANGES

Sheet Number	Description
Volume No. 1 Title Page	Changes to reflect T. Brooks Henderson, Director – Rates who has assumed responsibility for MEP tariff.
Sheet No. 3 Preliminary Statement	Correction to add Oklahoma as one of the states in which MEP is engaged in the business of transporting natural gas.
Sheet No. 22 Statement of Negotiated Rate Transactions - Total Gas & Power North America, Inc.	Adds footnote “The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP’s FERC Gas Tariff”.
Sheet No. 41 Statement of Negotiated Rate Transactions – Chesapeake Energy Marketing, Inc.	Correction to change the Volume (Dth/d) from 198,600 to 198,510.
Sheet No. 42 Statement of Negotiated Rate Transactions - Total Gas & Power North America, Inc.	Correction to change the Volume (Dth/d) from 55,900 to 55,990 and adds footnote “The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP’s FERC Gas Tariff”.
Sheet No. 43 Statement of Negotiated Rate Transactions - Total Gas & Power North America, Inc.	Adds footnote “The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP’s FERC Gas Tariff”.
Sheet No. 200 GT&C section 1.4(a) Average Index Prices	Corrects a typo where the phrase “NGI’s Daily Gas Price Index in the table entitled NGI Cash Market Press” was duplicated.
Sheet No. 353 GT&C section 28.1(a),(b),(c),(d) and (e) Complaint Procedure	Changes “Vice-President” to “Director” and removes “located in Downers Grove, Illinois from 28.1(a). Please refer to changes in Volume No. 1 Title Page listed above and Volume No. 2 Title Page listed below.
Sheet No. 374 GT&C section 36.1(a) Periodic Rate Adjustments for Fuel Gas, Unaccounted For Gas and Booster Compression Fuel – Purpose and Applicability	Deletes the following sentences since Interim Service Period is no longer applicable: “Separate reimbursement rates are determined for Interim Period Service. In the event Interim Period Service extends beyond six months, MEP shall have the right to adjust the Fuel Gas and Unaccounted For Gas Percentages on a semi-annual basis in accordance with this Section 36”.
Sheet No. 375 GT&C section 36.2(d) Periodic Rate Adjustments for Fuel Gas, Unaccounted For Gas and Booster Compression Fuel – Definitions	Deletes this portion of the first sentence “net of volumes received as reimbursement for Fuel Gas and for Unaccounted For Gas” to reflect the proper calculation of retained fuel.
Sheet No. 376 GT&C section 36.4(a) Periodic Rate Adjustments for Fuel Gas, Unaccounted For Gas and Booster Compression Fuel – Current Component	Deletes this portion of the second sentence “and for Interim Period Service” and deletes this sentence “A separate Unaccounted For Gas Reimbursement Percentage shall be established for Interim Period Service” since the Interim Service Period is no longer applicable.
Sheet No. 377 GT&C section 36.5(a) Periodic Rate Adjustments for Fuel	Since the Interim Service Period is no longer applicable, the following is deleted: (1) deletes this portion of the fourth sentence “and for Interim

Gas, Unaccounted For Gas and Booster Compression Fuel – Deferred Component	Period Service”, (2) deletes this portion of the fifth sentence “including during Interim Period Service” and (3) deletes this sentence “After Interim Period Service is no longer available the then remaining Deferred Component for Interim Period Service shall be combined into the corresponding Fuel Gas or Unaccounted For Gas Deferred Component for Zone 1 or Zone 2, as applicable”.
Sheet No. 382 GT&C section 38.8 Non-Conforming Agreements	Changes to “Reserved for Future Use” as J-W Gathering Company capacity had been previously brokered to Q-West Energy Company.
Sheet No. 383 GT&C section 38.22 Non-Conforming Agreements	Changes to “Reserved for Future Use” as National Fuel Marketing, LLC contract has terminated.
Sheet No. 403 Form of FTS Service Agreement Exhibit A	Adds footnote to provide for monthly variations in transportation demand when applicable.
Sheet No. 404 Form of FTS Service Agreement Exhibit B	Adds footnote to provide for monthly variations in transportation demand when applicable.
Volume No. 2 Title Page	Changes to reflect T. Brooks Henderson, Director – Rates who has assumed responsibility for MEP tariff.
Sheet 2.2 Negotiated Rate Agreements	Adds BP contract 212159 in its entirety since it was incorrectly added as a Negotiated and Non-Conforming agreement under RP16-1073. Contract 212159 is a negotiated rate agreement but is not a non-confirming agreement.
Sheet 4.4 Negotiated Rate and Non-Conforming Agreements	Deletes BP contract 212159 in its entirety since it was incorrectly added as a Negotiated and Non-Conforming agreement under RP16-1073. Contract 212159 is a negotiated rate agreement but is not a non-confirming agreement.

CLEAN TARIFF

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

of

MIDCONTINENT EXPRESS PIPELINE LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

**Communications Concerning this Tariff
Should be Addressed to:**

**T. Brooks Henderson
Director - Rates
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569 Brookwood Village, Suite 749
Birmingham, Alabama 35209
Telephone: (205) 325-3843
Facsimile: (205) 325-3592**

PRELIMINARY STATEMENT

MIDCONTINENT EXPRESS PIPELINE LLC ("MEP" or "Transporter") is a limited liability company whose members are Kinder Morgan Operating Limited Partnership "A" and Regency Midcontinent Express Pipeline I LLC. MEP is a natural gas company primarily engaged in the business of transporting natural gas in the States of Oklahoma, Texas, Louisiana, Mississippi and Alabama for delivery to other interstate and intrastate pipelines.

The Currently Effective Rates, Rate Schedules, General Terms and Conditions, and Forms of Service Agreement applicable to the transportation services performed by MEP are contained herein.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Total Gas & Power North 2/ America, Inc.	FTS	06/01/2010 through 07/31/2019	88,000	1/	1/	1/	1/

-
- 1/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.
- 2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Chesapeake Energy Marketing, Inc.	FTS	1/	198,510 2/	2/	2/	2/	2/

-
- 1/ Beginning on the earlier of the U.S. Pipeline and Hazardous Materials Safety Administration's Approval Date or the Pre-Approved Expansion Capacity Date, as defined in the Agreement, through the date ten (10) years thereafter; provided if the term of the transportation agreement has not commenced by January 1, 2012, the Negotiated Rate Term shall be considered null and void.
- 2/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Total Gas & Power North 2/ America, Inc.	FTS	06/01/2010 through 01/31/2020	55,990	1/	1/	1/	1/

-
- 1/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.
 - 2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Total Gas & Power North 2/ America, Inc.	FTS	06/01/2010 through 05/31/2020	60,500	1/	1/	1/	1/

- 1/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.
- 2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 AGREEMENT

"Agreement" shall mean an agreement subject to, as applicable, Rate Schedule FTS, ITS, PALS or IBS.

1.2 ANCHOR SHIPPER

"Anchor Shipper" shall mean a Shipper holding one or more FTS Agreements utilized to support the initial certification of the System and were entered into prior to the Commencement Date provided that, unless otherwise mutually agreed, such Shipper must hold in the aggregate at least 150,000 Dth/d of firm capacity in Zone 1 and at least 150,000 Dth/d of firm capacity in Zone 2 for a minimum term of 10 years under such FTS Agreements; and provided further that such Shipper is not a Foundation Shipper.

1.3 AUTHORIZED OVERRUN

"Authorized Overrun Gas" shall mean those volumes of Gas nominated and confirmed for transportation by Shipper on any Day in excess of its currently effective MDQ, to the extent such Gas is scheduled under Section 6 of these General Terms and Conditions.

1.4 AVERAGE INDEX PRICES

(a) "Average Monthly Index Price" or "AMIP" for each calendar Month, to be used for calculations under Section 36 of these General Terms and Conditions (relating to Fuel Gas and Unaccounted For Gas), shall be determined using the daily average prices published for NGPL TexOk and for NGPL Midcontinent in Intelligence Press' "NGI's Daily Gas Price Index" in the table entitled "NGI Cash Market Prices". "AMIP" shall be equal to 0.64 times the simple average of the prices for the Flow Dates during the Month for NGPL, TexOk plus 0.36 times the simple average of the prices for the Flow Dates during the Month for NGPL, Midcontinent.

If one or both of the above daily prices is no longer published by Intelligence Press, equivalent daily prices from a substitute publication(s) with comparable indices will be used to determine "AMIP". MEP will post on its interactive website the name of such publication(s) and comparable indices.

GENERAL TERMS AND CONDITIONS

28. COMPLAINT PROCEDURE

28.1 COMPLAINT PROCEDURE

It is the goal of MEP, as a provider of transportation services for others, that each of its existing and potential Shippers receive service that is in accordance with MEP's Tariff and is fully satisfactory to it. To that end, it is the policy of MEP that customer concerns and problems, communicated in any form to any representative of MEP, be satisfactorily resolved as informally, as rapidly and at as low a level as is possible. If attempts to resolve problems and concerns through such normal communication channels are unsuccessful, the procedures set forth in Sections 28.1(a) through 28.1(e) should be followed.

(a) Formal complaints by Shippers and potential Shippers shall be addressed to the Director, Regulatory. A complaint should contain as much specific information as is possible in order to facilitate the appropriate resolution of the matter. Anyone making a verbal complaint should specifically identify the communication as a complaint.

(b) The Director, or his designee, shall acknowledge the receipt of the complaint within forty-eight (48) hours of receipt. If appropriate, MEP's resolution of the matter will be communicated tentatively to the complainant at that time.

(c) The Director, or his designee, shall communicate, as necessary, with others concerning the complaint and the formation of an appropriate response to it.

(d) The timing and nature of subsequent communications with the complainant, including final resolution of the matter, shall be at the discretion of the Director. Every effort shall be made to resolve finally each complaint in writing within thirty (30) days after the complaint was originally received. At a minimum, MEP shall notify Shipper in writing of the status of the complaint within thirty (30) days of its receipt.

(e) The foregoing recognizes that individual complaints may vary greatly as to complexity and seriousness. For this reason, the informed judgment of the Director shall be relied upon in each instance for the necessary determinations concerning such things as: (1) the exact steps to be taken in addressing the complaint; (2) the need to involve more senior officers in the matter; and (3) the appropriate final resolution of the complaint.

GENERAL TERMS AND CONDITIONS

36. PERIODIC RATE ADJUSTMENTS FOR FUEL GAS, UNACCOUNTED FOR GAS AND BOOSTER COMPRESSION FUEL

36.1 PURPOSE AND APPLICABILITY

(a) This Section 36 establishes a semi-annual periodic rate adjustment provision, for the recovery by MEP of Fuel Gas and Unaccounted For Gas. These adjustments result in the Fuel Gas and the Unaccounted For Gas Reimbursement Percentages as set forth on Sheet Nos. 12 through 15 of this Tariff. Separate Fuel Gas percentages are set out for Zone 1 and Zone 2. One Unaccounted For Gas Reimbursement Percentage applies to all volumes transported on the System and is determined hereunder on a System-wide basis. With respect to the Leased Capacity, a separate Fuel Gas Percentage which includes lost and unaccounted for gas on the Leased Capacity is set out on Sheet No. 5. Section 36.7 specifies the procedures to be utilized in adjusting the Fuel Gas Percentage applicable to the Leased Capacity. In addition, a separate incremental Booster Compression fuel percentage is set out for point(s) listed on Sheet Nos. 12 through 15 where Booster Compression applies. Fuel Gas charges will not be assessed for any transportation involving all or any portion of the path between Bennington and the interconnection with Natural or with ETC near Natural's Compressor Station No. 802. In addition, Fuel Gas charges will not be assessed for any transportation that represents a physical backhaul. Mainline fuel will be assessed on volumes transported on the CenterPoint Lateral based on whether the transportation was a forward haul or backhaul on the mainline. No separate Fuel Gas or Unaccounted For Gas charges shall apply to service under Rate Schedules PALS or IBS.

(b) This Section 36 specifies the procedures to be utilized in adjusting such percentages to reflect changes in Fuel Gas, in Unaccounted For Gas and in Booster Compression fuel per unit of service. All amounts for the reimbursement of Fuel Gas, of Unaccounted For Gas and of Booster Compression fuel shall be recovered by MEP in-kind by applying the percentages to the volumes of Gas transported on its System under Rate Schedules FTS and ITS. If percentages which differ from those determined hereunder are established for any Shipper pursuant to Section 30 of these General Terms and Conditions (relating to Negotiated Rates or a Negotiated Rate Formula), that contractual percentage shall be used in determining delivery volumes for that Shipper (Equivalent Volumes, etc), but shall be without prejudice to MEP recovering additional future amounts from such a Shipper consistent with Section 30.5 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

(c) Fuel Gas and Unaccounted for Gas associated with the Leased Capacity are to be recovered pursuant to Section 36.7 hereof.

36.2 DEFINITIONS

(a) "Unaccounted For Gas," "Fuel Gas" and "Booster Compression" shall have the meanings set out in Section 1 of these General Terms and Conditions.

(b) "Base Period" shall mean the six (6) Months ended three (3) Months prior to the commencement of a new Recovery Period.

(c) "Recovery Period" shall mean the period during which the revised percentages are to be in effect, which shall be a six (6) Month period commencing with the effective date of the next redetermination as specified in Section 36.3.

(d) "Receipt Quantity" shall mean the volume of Gas received by MEP at the various Receipt Points on its System on which Fuel Gas or Unaccounted For Gas should be assessed pursuant to this Section 36. Separate Receipt Volumes shall be calculated for Zone 1, Zone 2 and for Interim Period Service. For purposes of the incremental Booster Compression fuel percentage, the Receipt Quantity shall mean all volumes received at the point(s) listed on Sheet Nos. 12 through 15 where Booster Compression applies.

(e) "Initial Effective Date" shall mean the first Day of the Month in which Interim Period Service is first provided.

36.3 PERIODIC RATE ADJUSTMENT

(a) The initial level of the Fuel Gas Reimbursement Percentage and of the Unaccounted For Gas Reimbursement Percentage shall be established in MEP's certificate proceeding for its System, to be effective on the Initial Effective Date. These percentages shall be redetermined effective on each six (6) months anniversary of the Initial Effective Date. Separate Fuel Gas percentages are determined for Zone 1 and Zone 2. One Unaccounted For Gas Reimbursement Percentage applies to all volumes transported on the System. In addition, a separate fuel gas percentage is applicable to the Leased Capacity and shall be redetermined in accordance with the provisions of Section

GENERAL TERMS AND CONDITIONS

36.7 hereof. The Leased Capacity Fuel Gas Percentage, includes lost and unaccounted for gas on the Leased Capacity. Separate percentages are established for Interim Period Service. A separate incremental Booster Compression fuel charge will be established for each point(s) listed on Sheet Nos. 12 and 13 where Booster Compression applies, to be initially effective on the first Day of the Month in which any Booster Compression is placed into service.

(b) MEP shall file its adjustment to each of the reimbursement percentages at least thirty (30) days prior to the effective date of the redetermination. The revised percentage(s) in any tracking filings shall be the sum of the Current Component determined under Section 36.4 and the Deferred Component determined under Section 36.5. Any tracking filing submitted in accordance with this Section shall become effective, subject to refund, on the designated effective date which is consistent with Section 36.3(a). Any changes from the prior tracking level shall be subject to review in the tracking filing proceeding.

36.4 CURRENT COMPONENT

The methodology used to derive the Current Component of the Fuel Gas Reimbursement Percentage, of the Booster Compression fuel percentage and of the Unaccounted For Gas Reimbursement Percentage is as follows:

(a) Fuel Gas, Booster Compression fuel and Unaccounted For Gas are each divided by the relevant Receipt Quantity to calculate the Current Component of the respective percentages. Separate Fuel Gas percentages are determined for Zone 1 and for Zone 2. One value for Unaccounted For Gas Reimbursement shall be calculated, which applies once to all volumes transported on the System. The Booster Compression fuel percentage is an incremental rate applicable to Shippers with gas being compressed by Booster Compression.

GENERAL TERMS AND CONDITIONS

(b) Fuel Gas, Booster Compression fuel and Unaccounted For Gas to be included in this calculation consist of the Fuel Gas, Booster Compression fuel and Unaccounted For Gas actually experienced in the Base Period, utilizing best available measurement information, adjusted for changes reasonably anticipated to occur during the Recovery Period; provided, however, that for the initial redetermination, the calculation shall reflect the months of actual experience for which data is available.

(c) The allocation of Fuel Gas between zones will be accomplished by first allocating directly to a zone any fuel associated with compression that impacts only one zone. All other Fuel Gas will be allocated between zones on a Mcf-mile allocation basis.

(d) The Receipt Quantities used in these calculations shall be the Receipt Quantities actually experienced in the Base Period, utilizing best available measurement information, adjusted for changes reasonably anticipated to occur during the Recovery Period.

36.5 DEFERRED COMPONENT

(a) A Deferred Component shall be calculated for: (i) the Fuel Gas Reimbursement Percentage; (ii) the Unaccounted For Gas Reimbursement Percentage; and (iii) the incremental Booster Compression fuel percentage. A deferred subaccount shall be established and maintained related to each of these items. The Deferred Component shall be the balance of the deferred subaccount as of the end of the Base Period expressed as volumes divided by the Receipt Quantity. Separate deferred Fuel Gas components shall be calculated for Zone 1 and for Zone 2. For Unaccounted For Gas Reimbursement, one Deferred Component shall be determined for the entire System. For the incremental Booster Compression Fuel Percentage, one Deferred Component shall be determined for the point(s) listed on Sheet Nos. 12 and 13 where Booster Compression applies. The Receipt Quantities used in these

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to MEP's pro forma service agreements.

38.1 Chesapeake Energy Marketing, Inc., Transportation Rate Schedule FTS Agreement, Dated August 22, 2008 (Contract No. 553378).

38.2 Reserved For Future Use.

38.3 Reserved For Future Use.

38.4 Reserved for Future Use.

38.5 EOG Resources, Inc., Transportation Rate Schedule FTS Agreement, Dated August 29, 2008 (Contract No. 553381).

38.6 Reserved For Future Use.

38.7 Reserved for future use.

38.8 Reserved for Future Use.

38.9 Newfield Exploration Mid-Continent Inc., Transportation Rate Schedule FTS Agreement, Dated August 21, 2008 (Contract No. 553402).

38.10 Newfield Exploration Mid-Continent Inc., Transportation Rate Schedule FTS Agreement, Dated August 21, 2008 (Contract No. 553403).

38.11 Reserved for Future Use.

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS (CON'T)

38.12 Reserved For Future Use.

38.13 Reserved For Future Use.

38.14 Newfield Exploration Mid-Continent Inc., Transportation Rate Schedule FTS Agreement, Dated August 21, 2008 (Contract No. 553407).

38.15 Reserved for Future Use.

38.16 Reserved for Future Use.

38.17 Reserved for Future Use.

38.18 Reserved for Future Use.

38.19 Cross Timbers Energy Services, Inc., Transportation Rate Schedule FTS Agreement, Dated August 5, 2009 (Contract No. 554239).

38.20 Chesapeake Energy Marketing, Inc., Transportation Rate Schedule FTS Agreement, Dated August 13, 2009 (Contract No. 554254).

38.21 Chesapeake Energy Marketing, Inc., Transportation Rate Schedule FTS Agreement, Dated September 29, 2009 (Contract No. 554372).

38.22 Reserved for Future Use.

38.23 Reserved for Future Use.

EXHIBIT A
DATED _____

Company:

Contract No.:

Receipt Point(s):
 [FTS Only]

<u>Name / Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth) 1/</u>
PRIMARY RECEIPT POINT(S):				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
SECONDARY RECEIPT POINT(S):				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

DATED EXHIBIT B

Company:

Contract No.:

Delivery Point(s):
[FTS Only]

Name / Location	County/Parish Area	State	PIN No.	MDQ (Dth) 1/
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PRIMARY DELIVERY POINT(S):

1.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

SECONDARY DELIVERY POINT(S):

2.	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

1/ (Specify monthly variations if applicable)

FERC GAS TARIFF

ORIGINAL VOLUME NO. 2

MISCELLANEOUS AGREEMENTS

of

MIDCONTINENT EXPRESS PIPELINE LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

**Communications Concerning this Tariff
Should be Addressed to:**

**T. Brooks Henderson
Director - Rates
Midcontinent Express Pipeline LLC
P.O. Box 2563
Birmingham, Alabama 35202
569 Brookwood Village, Suite 749
Birmingham, Alabama 35209
Telephone: (205) 325-3843
Facsimile: (205) 325-3592**

Contract No. 212159-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 29, 2016
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: BP ENERGY COMPANY, a MARKETER.

2. MDQ totals:

25,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP's Fuel Charges downstream of Bennington; and

25,000 Dth per day in Zones 1 and 2.

3. TERM: For a Primary Term commencing July 1, 2016 through July 31, 2019 ("Primary Term").

Shipper shall have the unilateral right to extend the Primary Term and any subsequent term for all or any portion of the existing Contract MDQ for capacity at or downstream of Bennington: (i) at Shipper's Negotiated Rates or at negotiated rates equal to all applicable then-existing recourse rates, for a minimum term of five (5) years; or (ii) at Shipper's Negotiated Rates for a term of one (1) year ("Rollover Right"). Shipper may exercise its Rollover Right by the provision of twelve months' prior written notice to MEP prior to the end of the Primary Term or any subsequent term. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right. Shipper may similarly exercise a rollover right for any Leased Capacity then-utilized to provide firm transportation service to Shipper to the extent that MEP has previously retained, or is otherwise timely able to obtain on terms acceptable to MEP, the necessary rights to such capacity from the relevant third party lessor. Shipper shall also have a contractual right-of first refusal to retain capacity under this Transportation Agreement upon expiration of the Primary Term and any subsequent term which is equal to or greater than one (1) year, in the event that Shipper elects not to exercise any applicable Rollover Right with respect to such capacity. Shipper may make the extension of any portion of its Contract MDQ on the MEP Pipeline contingent upon an extension of the same quantity of its Contract MDQ on the Leased Capacity. Shipper may exercise any of its term extension rights under this Section 3 an unlimited number of times.

4. Service will be ON BEHALF OF:

Shipper or
 Other: _____, a _____

5. The ULTIMATE END USERS are (check one):

- customers of the following LDC/pipeline company(ies): _____;
 customers in these states: _____; or
 customers within any state in the continental U.S

6. This Agreement supersedes and cancels a _____ Agreement dated _____.
 Capacity rights for this Agreement were released from _____.
 [for firm service only] Service and reservation charges commence the later of:

- (a) July 1, 2016, and
(b) the date capacity to provide the service hereunder is available on MEP's System.

Other:

7. SHIPPER'S ADDRESSES

BP ENERGY COMPANY
CLAYTON LUSKIE
201 HELIOS WAY
HOUSTON, TX 77079

MEP'S ADDRESSES

MIDCONTINENT EXPRESS PIPELINE LLC
ATTENTION: ACCOUNT SERVICES
1001 LOUISIANA STREET
SUITE 1000
HOUSTON, TEXAS 77002

Payments:

FOR WIRE TRANSFER:
MIDCONTINENT EXPRESS PIPELINE LLC
WELLS FARGO BANK, NA
ABA # 121 000 248
ACCOUNT # 412 147 2559

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or discount contracts, if any:

- a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
- b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.
- c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding

applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.

- d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.
- h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

- k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff.
- l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.

9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

BP ENERGY COMPANY
SHIPPER

/s: _____

/s: _____

NAME: _____

NAME: _____

TITLE: _____

NORMAN G. HOLMES
PRESIDENT

TITLE: _____

EXHIBIT A
DATED June 29, 2016
EFFECTIVE JULY 1, 2016

Company: BP ENERGY COMPANY

Contract No.: 212159-FTSMEP

Receipt Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
PRIMARY RECEIPT POINT(S):				
1. Enable/MEP West Pool	Bryan	OK	44599	25,000 ¹

¹ This quantity will be increased by the capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

EXHIBIT B
DATED June 29, 2016
EFFECTIVE JULY 1, 2016

Company : BP ENERGY COMPANY

Contract No.: 212159-FTSMEP

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
PRIMARY DELIVERY POINT(S):				
1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	25000

SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

EXHIBIT C
DATED June 29, 2016
EFFECTIVE July 1, 2016

MIDCONTINENT EXPRESS PIPELINE LLC

NEGOTIATED RATE AGREEMENT

Company: BP ENERGY COMPANY

Contract No.: 212159-FTSMEP

ARTICLE 1.
NEGOTIATED RATE PARAMETERS

- 1.1 Negotiated Rate Term: From July 1, 2016 through July 31, 2019, and thereafter during any extensions of the term of the Transportation Agreement, except as MEP and Shipper shall agree otherwise.
- 1.2 Negotiated Rates:
- A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):
- (a) Negotiated Monthly Base Reservation Rate for Zone 1: \$7.6042/Dth of MDQ (equal to \$0.25/Dth per day on a 100% load factor basis) for service provided between any points in Zone 1 (the "Zone 1 Initial Rate"), and
 - (b) Negotiated Monthly Base Reservation Rate for Zone 2: \$5.1708/Dth of MDQ (equal to \$0.17/Dth per day on a 100% load factor basis) for service provided between any points in Zone 2 (the "Zone 2 Initial Rate"), and
 - (c) Negotiated Base Commodity Rate: \$0.00/Dth of MDQ for service provided in both Zones 1 and 2.
- B. Negotiated Rates for Leased Capacity ("Leased Capacity") on the Enable pipeline system, as such capacity is defined in MEP's Tariff:
- (a) Negotiated Base Reservation Rate at the Enable West Pool: \$0.15/Dth per day for 25,000 Dth/d of firm capacity at the Enable West Pool, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and
 - (b) Negotiated Base Commodity Rate: \$0.00/Dth.

Shipper shall also pay MEP all Lease Capacity Activity charges and charges for fuel and

gas lost and unaccounted for that are assessed by Enable to MEP in accordance with the lease applicable to the Leased Capacity and MEP's Tariff.

1.3 Eligible Firm Transportation Quantity:

25,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

25,000 Dth per day in Zones 1 and 2.

1.4 Eligible Primary Receipt Points:

NAME	PIN	Eligible Point (MDQ (Dth/day))
Enable West Pool	44599	25,000

1.5 Eligible Secondary Receipt Points.

The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis from all secondary receipt points in Zone 1 and Zone 2 within the primary path of service.

1.6 Eligible Primary Delivery Points:

NAME	PIN	Eligible Point (MDQ (Dth/day))
Transco Gas Pipe Line	44451	25,000

1.7 Eligible Secondary Delivery Points. The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis to all secondary delivery points in Zone 1 and Zone 2 within the primary path of service.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. For any aggregate quantities transported on a firm basis on any day for Shipper and any associated capacity release

replacement shippers which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rate for Zone 1, Zone 2, and/or the Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in the Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.3 below.

- 2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. To the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.
- 2.3 Additional Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) maximum authorized and unauthorized overrun charges; (iii) maximum reservation charges and surcharges; (iv) maximum commodity charges and surcharges; (v) applicable maximum ACA surcharges, and (vi) Leased Capacity Activity charges.

Reserved for Future Use

MARKED TARIFF

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

of

MIDCONTINENT EXPRESS PIPELINE LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

**Communications Concerning this Tariff
Should be Addressed to:**

Bruce H. Newsome, Vice President
T. Brooks Henderson
Director - Rates

Midcontinent Express Pipeline LLC

3250 Lacey Road, 7th Floor P.O. Box 2563

Birmingham, Alabama 35202

569 Brookwood Village, Suite 749

Downers Grove, Illinois 60515-7918 Birmingham, Alabama
35209

Telephone: (630) 205-7253 25-3070 3843

Facsimile: ~~_____~~ (630) 725-325-
31083592

PRELIMINARY STATEMENT

MIDCONTINENT EXPRESS PIPELINE LLC ("MEP" or "Transporter") is a limited liability company whose members are Kinder Morgan Operating Limited Partnership "A" and Regency Midcontinent Express Pipeline I LLC. MEP is a natural gas company primarily engaged in the business of transporting natural gas in the States of Oklahoma, Texas, Louisiana, Mississippi and Alabama for delivery to other interstate and intrastate pipelines.

The Currently Effective Rates, Rate Schedules, General Terms and Conditions, and Forms of Service Agreement applicable to the transportation services performed by MEP are contained herein.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Total Gas & Power North <u>2/</u> America, Inc.	FTS	06/01/2010 through 07/31/2019	88,000	1/	1/	1/	1/

1/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.

2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Chesapeake Energy Marketing, Inc.	FTS	1/	198,605 10 2/	2/	2/	2/	2/

-
- 1/ Beginning on the earlier of the U.S. Pipeline and Hazardous Materials Safety Administration's Approval Date or the Pre-Approved Expansion Capacity Date, as defined in the Agreement, through the date ten (10) years thereafter; provided if the term of the transportation agreement has not commenced by January 1, 2012, the Negotiated Rate Term shall be considered null and void.
 - 2/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Total Gas & Power North <u>2/</u> America, Inc.	FTS	06/01/2010 through 01/31/2020	55,9 0 90	1/	1/	1/	1/

1/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.

2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30**

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Term of Contract</u>	<u>Volume (Dth/d)</u>	<u>Reservation Charge</u>	<u>Commodity Charge(s)</u>	<u>Primary Receipt Point(s) / PIN No(s).</u>	<u>Primary Delivery Point(s) / PIN No(s).</u>
Total Gas & Power North <u>2/</u> America, Inc.	FTS	06/01/2010 through 05/31/2020	60,500	1/	1/	1/	1/

 1/ The information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which are currently on file with the FERC.

| 2/ The Transportation Rate Schedule FTS Agreement does not deviate in any material respect from the applicable form of service agreement in MEP's FERC Gas Tariff.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 AGREEMENT

"Agreement" shall mean an agreement subject to, as applicable, Rate Schedule FTS, ITS, PALS or IBS.

1.2 ANCHOR SHIPPER

"Anchor Shipper" shall mean a Shipper holding one or more FTS Agreements utilized to support the initial certification of the System and were entered into prior to the Commencement Date provided that, unless otherwise mutually agreed, such Shipper must hold in the aggregate at least 150,000 Dth/d of firm capacity in Zone 1 and at least 150,000 Dth/d of firm capacity in Zone 2 for a minimum term of 10 years under such FTS Agreements; and provided further that such Shipper is not a Foundation Shipper.

1.3 AUTHORIZED OVERRUN

"Authorized Overrun Gas" shall mean those volumes of Gas nominated and confirmed for transportation by Shipper on any Day in excess of its currently effective MDQ, to the extent such Gas is scheduled under Section 6 of these General Terms and Conditions.

1.4 AVERAGE INDEX PRICES

(a) "Average Monthly Index Price" or "AMIP" for each calendar Month, to be used for calculations under Section 36 of these General Terms and Conditions (relating to Fuel Gas and Unaccounted For Gas), shall be determined using the daily average prices published for NGPL TexOk and for NGPL Midcontinent in Intelligence Press' ~~"NGI's Daily Gas Price Index" in the table entitled "NGI Cash Market Press"~~ "NGI's Daily Gas Price Index" in the table entitled "NGI Cash Market Prices". "AMIP" shall be equal to 0.64 times the simple average of the prices for the Flow Dates during the Month for NGPL, TexOk plus 0.36 times the simple average of the prices for the Flow Dates during the Month for NGPL, Midcontinent.

If one or both of the above daily prices is no longer published by Intelligence Press, equivalent daily prices from a substitute publication(s) with comparable indices will be used to determine "AMIP". MEP will post on its interactive website the name of such publication(s) and comparable indices.

GENERAL TERMS AND CONDITIONS

28. COMPLAINT PROCEDURE

28.1 COMPLAINT PROCEDURE

It is the goal of MEP, as a provider of transportation services for others, that each of its existing and potential Shippers receive service that is in accordance with MEP's Tariff and is fully satisfactory to it. To that end, it is the policy of MEP that customer concerns and problems, communicated in any form to any representative of MEP, be satisfactorily resolved as informally, as rapidly and at as low a level as is possible. If attempts to resolve problems and concerns through such normal communication channels are unsuccessful, the procedures set forth in Sections 28.1(a) through 28.1(e) should be followed.

(a) Formal complaints by Shippers and potential Shippers shall be addressed to the ~~Vice President~~Director, Regulatory, ~~located in Downers Grove, Illinois~~. A complaint should contain as much specific information as is possible in order to facilitate the appropriate resolution of the matter. Anyone making a verbal complaint should specifically identify the communication as a complaint.

(b) ~~The Vice President~~Director, or his designee, shall acknowledge the receipt of the complaint within forty-eight (48) hours of receipt. ~~If appropriate, MEP's resolution of the matter will be communicated tentatively to the complainant at that time.~~

(c) The ~~Vice President~~Director, or his designee, shall communicate, as necessary, with others concerning the complaint and the formation of an appropriate response to it.

(d) The timing and nature of subsequent communications with the complainant, including final resolution of the matter, shall be at the discretion of the ~~Vice President~~Director. Every effort shall be made to resolve finally each complaint in writing within thirty (30) days after the complaint was originally received. At a minimum, MEP shall notify Shipper in writing of the status of the complaint within thirty (30) days of its receipt.

(e) The foregoing recognizes that individual complaints may vary greatly as to complexity and seriousness. For this reason, the informed judgment of the ~~Vice President~~Director shall be relied upon in each instance for the necessary determinations concerning such things as: (1) the exact steps to be taken in addressing the complaint; (2) the need to involve more senior officers in the matter; and (3) the appropriate final resolution of the complaint.

GENERAL TERMS AND CONDITIONS

36. PERIODIC RATE ADJUSTMENTS FOR FUEL GAS, UNACCOUNTED FOR GAS AND BOOSTER COMPRESSION FUEL

36.1 PURPOSE AND APPLICABILITY

(a) This Section 36 establishes a semi-annual periodic rate adjustment provision, for the recovery by MEP of Fuel Gas and Unaccounted For Gas. These adjustments result in the Fuel Gas and the Unaccounted For Gas Reimbursement Percentages as set forth on Sheet Nos. 12 through 15 of this Tariff. Separate Fuel Gas percentages are set out for Zone 1 and Zone 2. One Unaccounted For Gas Reimbursement Percentage applies to all volumes transported on the System and is determined hereunder on a System-wide basis. With respect to the Leased Capacity, a separate Fuel Gas Percentage which includes lost and unaccounted for gas on the Leased Capacity is set out on Sheet No. 5. Section 36.7 specifies the procedures to be utilized in adjusting the Fuel Gas Percentage applicable to the Leased Capacity. ~~Separate reimbursement rates are determined for Interim Period Service. In the event Interim Period Service extends beyond six months, MEP shall have the right to adjust the Fuel Gas and Unaccounted For Gas Percentages on a semi-annual basis in accordance with this Section 36.~~ In addition, a separate incremental Booster Compression fuel percentage is set out for point(s) listed on Sheet Nos. 12 through 15 where Booster Compression applies. Fuel Gas charges will not be assessed for any transportation involving all or any portion of the path between Bennington and the interconnection with Natural or with ETC near Natural's Compressor Station No. 802. In addition, Fuel Gas charges will not be assessed for any transportation that represents a physical backhaul. Mainline fuel will be assessed on volumes transported on the CenterPoint Lateral based on whether the transportation was a forward haul or backhaul on the mainline. No separate Fuel Gas or Unaccounted For Gas charges shall apply to service under Rate Schedules PALS or IBS.

(b) This Section 36 specifies the procedures to be utilized in adjusting such percentages to reflect changes in Fuel Gas, in Unaccounted For Gas and in Booster Compression fuel per unit of service. All amounts for the reimbursement of Fuel Gas, of Unaccounted For Gas and of Booster Compression fuel shall be recovered by MEP in-kind by applying the percentages to the volumes of Gas transported on its System under Rate Schedules FTS and ITS. If percentages which differ from those determined hereunder are established for any Shipper pursuant to Section 30 of these General Terms and Conditions (relating to Negotiated Rates or a Negotiated Rate Formula), that contractual percentage shall be used in determining delivery volumes for that Shipper (Equivalent Volumes, etc), but shall be without prejudice to MEP recovering additional future amounts from such a Shipper consistent with Section 30.5 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

(c) Fuel Gas and Unaccounted for Gas associated with the Leased Capacity are to be recovered pursuant to Section 36.7 hereof.

36.2 DEFINITIONS

(a) "Unaccounted For Gas," "Fuel Gas" and "Booster Compression" shall have the meanings set out in Section 1 of these General Terms and Conditions.

(b) "Base Period" shall mean the six (6) Months ended three (3) Months prior to the commencement of a new Recovery Period.

(c) "Recovery Period" shall mean the period during which the revised percentages are to be in effect, which shall be a six (6) Month period commencing with the effective date of the next redetermination as specified in Section 36.3.

(d) "Receipt Quantity" shall mean the volume of Gas received by MEP at the various Receipt Points on its System on which Fuel Gas or Unaccounted For Gas should be assessed pursuant to this Section 36, ~~net of volumes received as reimbursement for Fuel Gas and for Unaccounted For Gas~~. Separate Receipt Volumes shall be calculated for Zone 1, Zone 2 and for Interim Period Service. For purposes of the incremental Booster Compression fuel percentage, the Receipt Quantity shall mean all volumes received at the point(s) listed on Sheet Nos. 12 through 15 where Booster Compression applies.

(e) "Initial Effective Date" shall mean the first Day of the Month in which Interim Period Service is first provided.

36.3 PERIODIC RATE ADJUSTMENT

(a) The initial level of the Fuel Gas Reimbursement Percentage and of the Unaccounted For Gas Reimbursement Percentage shall be established in MEP's certificate proceeding for its System, to be effective on the Initial Effective Date. These percentages shall be redetermined effective on each six (6) months anniversary of the Initial Effective Date. Separate Fuel Gas percentages are determined for Zone 1 and Zone 2. One Unaccounted For Gas Reimbursement Percentage applies to all volumes transported on the System. In addition, a separate fuel gas percentage is applicable to the Leased Capacity and shall be redetermined in accordance with the provisions of Section

GENERAL TERMS AND CONDITIONS

36.7 hereof. The Leased Capacity Fuel Gas Percentage, includes lost and unaccounted for gas on the Leased Capacity. Separate percentages are established for Interim Period Service. A separate incremental Booster Compression fuel charge will be established for each point(s) listed on Sheet Nos. 12 and 13 where Booster Compression applies, to be initially effective on the first Day of the Month in which any Booster Compression is placed into service.

(b) MEP shall file its adjustment to each of the reimbursement percentages at least thirty (30) days prior to the effective date of the redetermination. The revised percentage(s) in any tracking filings shall be the sum of the Current Component determined under Section 36.4 and the Deferred Component determined under Section 36.5. Any tracking filing submitted in accordance with this Section shall become effective, subject to refund, on the designated effective date which is consistent with Section 36.3(a). Any changes from the prior tracking level shall be subject to review in the tracking filing proceeding.

36.4 CURRENT COMPONENT

The methodology used to derive the Current Component of the Fuel Gas Reimbursement Percentage, of the Booster Compression fuel percentage and of the Unaccounted For Gas Reimbursement Percentage is as follows:

(a) Fuel Gas, Booster Compression fuel and Unaccounted For Gas are each divided by the relevant Receipt Quantity to calculate the Current Component of the respective percentages. Separate Fuel Gas percentages are determined for Zone 1 and for Zone 2 ~~and for Interim Period Service~~. One value for Unaccounted For Gas Reimbursement shall be calculated, which applies once to all volumes transported on the System. ~~A separate Unaccounted For Gas Reimbursement Percentage shall be established for Interim Period Service.~~ The Booster Compression fuel percentage is an incremental rate applicable to Shippers with gas being compressed by Booster Compression.

GENERAL TERMS AND CONDITIONS

(b) Fuel Gas, Booster Compression fuel and Unaccounted For Gas to be included in this calculation consist of the Fuel Gas, Booster Compression fuel and Unaccounted For Gas actually experienced in the Base Period, utilizing best available measurement information, adjusted for changes reasonably anticipated to occur during the Recovery Period; provided, however, that for the initial redetermination, the calculation shall reflect the months of actual experience for which data is available.

(c) The allocation of Fuel Gas between zones will be accomplished by first allocating directly to a zone any fuel associated with compression that impacts only one zone. All other Fuel Gas will be allocated between zones on a Mcf-mile allocation basis.

(d) The Receipt Quantities used in these calculations shall be the Receipt Quantities actually experienced in the Base Period, utilizing best available measurement information, adjusted for changes reasonably anticipated to occur during the Recovery Period.

36.5 DEFERRED COMPONENT

(a) A Deferred Component shall be calculated for: (i) the Fuel Gas Reimbursement Percentage; (ii) the Unaccounted For Gas Reimbursement Percentage; and (iii) the incremental Booster Compression fuel percentage. A deferred subaccount shall be established and maintained related to each of these items. The Deferred Component shall be the balance of the deferred subaccount as of the end of the Base Period expressed as volumes divided by the Receipt Quantity. Separate deferred Fuel Gas components shall be calculated for Zone 1 ~~and~~; for Zone 2 ~~and for Interim Period Service~~. For Unaccounted For Gas Reimbursement, one Deferred Component shall be determined for the entire System; ~~including during Interim Period Service~~. For the incremental Booster Compression Fuel Percentage, one Deferred Component shall be determined for the point(s) listed on Sheet Nos. 12 and 13 where Booster Compression applies. ~~After Interim Period Service is no longer available, the then remaining Deferred Component for Interim Period Service shall be combined into the corresponding Fuel Gas or Unaccounted For Gas Deferred Component for Zone 1 or Zone 2, as applicable.~~ The Receipt Quantities used in these

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to MEP's pro forma service agreements.

38.1 Chesapeake Energy Marketing, Inc., Transportation Rate Schedule FTS Agreement, Dated August 22, 2008 (Contract No. 553378).

38.2 Reserved For Future Use.

38.3 Reserved For Future Use.

38.4 Reserved for Future Use.

38.5 EOG Resources, Inc., Transportation Rate Schedule FTS Agreement, Dated August 29, 2008 (Contract No. 553381).

38.6 Reserved For Future Use.

38.7 Reserved for future use.

38.8 ~~J-W Gathering Company, Transportation Rate Schedule FTS Agreement, Dated August 29, 2008 (Contract No. 553384)~~ Reserved for Future Use.

38.9 Newfield Exploration Mid-Continent Inc., Transportation Rate Schedule FTS Agreement, Dated August 21, 2008 (Contract No. 553402).

38.10 Newfield Exploration Mid-Continent Inc., Transportation Rate Schedule FTS Agreement, Dated August 21, 2008 (Contract No. 553403).

38.11 Reserved for Future Use.

GENERAL TERMS AND CONDITIONS

38. NON-CONFORMING AGREEMENTS (CON'T)

38.12 Reserved For Future Use.

38.13 Reserved For Future Use.

38.14 Newfield Exploration Mid-Continent Inc., Transportation Rate Schedule FTS Agreement, Dated August 21, 2008 (Contract No. 553407).

38.15 Reserved for Future Use.

38.16 Reserved for Future Use.

38.17 Reserved for Future Use.

38.18 Reserved for Future Use.

38.19 Cross Timbers Energy Services, Inc., Transportation Rate Schedule FTS Agreement, Dated August 5, 2009 (Contract No. 554239).

38.20 Chesapeake Energy Marketing, Inc., Transportation Rate Schedule FTS Agreement, Dated August 13, 2009 (Contract No. 554254).

38.21 Chesapeake Energy Marketing, Inc., Transportation Rate Schedule FTS Agreement, Dated September 29, 2009 (Contract No. 554372).

38.22 ~~National Fuel Marketing Company, LLC, Transportation Rate Schedule FTS Agreement, Dated September 18, 2009 (Contract No. 554316)~~Reserved for Future Use.

38.23 Reserved for Future Use.

EXHIBIT A
DATED _____

Company:

Contract No.:

Receipt Point(s):
 [FTS Only]

Name / Location	County Area	State	PIN No.	MDQ (Dth) <u>1/</u>
PRIMARY RECEIPT POINT(S):				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
SECONDARY RECEIPT POINT(S):				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

1/ (Specify monthly variations if applicable)

FERC GAS TARIFF

ORIGINAL VOLUME NO. 2

MISCELLANEOUS AGREEMENTS

of

MIDCONTINENT EXPRESS PIPELINE LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

**Communications Concerning this Tariff
Should be Addressed to:**

Bruce H. Newsome, Vice President
Director - Rates
Midcontinent Express Pipeline LLC
3250 Lacey Road, 7th Floor
Downers Grove, Illinois 60515-7918
Birmingham,
Alabama 35202
569 Brookwood Village, Suite 749
Birmingham, Alabama 35209
Telephone: (630) 725-3070
Facsimile: (630) 725-3108
325-3843
325-3592

~~Reserved for Future Use~~Contract No. 212159-FTSMEP

MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 29, 2016
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is: BP ENERGY COMPANY, a MARKETER.

2. MDQ totals:

25,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP's Fuel Charges downstream of Bennington; and

25,000 Dth per day in Zones 1 and 2.

3. TERM: For a Primary Term commencing July 1, 2016 through July 31, 2019 ("Primary Term").

Shipper shall have the unilateral right to extend the Primary Term and any subsequent term for all or any portion of the existing Contract MDQ for capacity at or downstream of Bennington: (i) at Shipper's Negotiated Rates or at negotiated rates equal to all applicable then-existing recourse rates, for a minimum term of five (5) years; or (ii) at Shipper's Negotiated Rates for a term of one (1) year ("Rollover Right"). Shipper may exercise its Rollover Right by the provision of twelve months' prior written notice to MEP prior to the end of the Primary Term or any subsequent term. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right. Shipper may similarly exercise a rollover right for any Leased Capacity then-utilized to provide firm transportation service to Shipper to the extent that MEP has previously retained, or is otherwise timely able to obtain on terms acceptable to MEP, the necessary rights to such capacity from the relevant third party lessor. Shipper shall also have a contractual right-of first refusal to retain capacity under this Transportation Agreement upon expiration of the Primary Term and any subsequent term which is equal to or greater than one (1) year, in the event that Shipper elects not to exercise any applicable Rollover Right with respect to such capacity. Shipper may make the extension of any portion of its Contract MDQ on the MEP Pipeline contingent upon an extension of the same quantity of its Contract MDQ on the Leased Capacity. Shipper may exercise any of its term extension rights under this Section 3 an unlimited number of times.

4. Service will be ON BEHALF OF:
X Shipper or
Other: _____, a _____

5. The ULTIMATE END USERS are (check one):

customers of the following LDC/pipeline company(ies): _____ ;
customers in these states: _____ ; or
 customers within any state in the continental U.S

6. This Agreement supersedes and cancels a _____ Agreement dated _____ .
Capacity rights for this Agreement were released from _____ .

[for firm service only] Service and reservation charges commence the later of:
(a) July 1, 2016, and
(b) the date capacity to provide the service hereunder is available on MEP's System.
Other: _____

7. SHIPPER'S ADDRESSES MEP'S ADDRESSES

<u>BP ENERGY COMPANY</u>	<u>MIDCONTINENT EXPRESS PIPELINE LLC</u>
<u>CLAYTON LUSKIE</u>	<u>ATTENTION: ACCOUNT SERVICES</u>
<u>201 HELIOS WAY</u>	<u>1001 LOUISIANA STREET</u>
<u>HOUSTON, TX 77079</u>	<u>SUITE 1000</u>
	<u>HOUSTON, TEXAS 77002</u>

Payments:
FOR WIRE TRANSFER:
MIDCONTINENT EXPRESS PIPELINE LLC
WELLS FARGO BANK, NA
ABA # 121 000 248
ACCOUNT # 412 147 2559

8. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or discount contracts, if any:

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.

b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.

c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding

- applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.
- d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.
- e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.
- f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.
- g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.
- h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.
- j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff.

l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

m. Entire Agreement. This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.

9. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.

Agreed to by:

MIDCONTINENT EXPRESS PIPELINE LLC
MEP

BP ENERGY COMPANY
SHIPPER

/s/:

/s/:

1

2

NAME:

NAME:

TITLE:

TITLE:

NORMAN G. HOLMES
PRESIDENT

EXHIBIT A
DATED June 29, 2016
EFFECTIVE JULY 1, 2016

Company: BP ENERGY COMPANY

Contract No.: 212159-FTSMEP

Receipt Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ (Dth)</u>
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PRIMARY RECEIPT POINT(S):

<u>1. Enable/MEP West Pool</u>	<u>Bryan</u>	<u>OK</u>	<u>44599</u>	<u>25,000¹</u>
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¹ This quantity will be increased by the capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

SECONDARY RECEIPT POINT(S):

All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas and Unaccounted For Gas Percentages (%)

Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.

EXHIBIT B
DATED June 29, 2016
EFFECTIVE JULY 1, 2016

Company : BP ENERGY COMPANY

Contract No.: 212159-FTSMEP

Delivery Point(s):
[FTS Only]

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>MDQ</u> <u>(Dth)</u>
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PRIMARY DELIVERY POINT(S):

<u>1. TRNSCO/MEP DEL CHOCTAW</u>	<u>CHOCTAW</u>	<u>AL</u>	<u>44451</u>	<u>25000</u>
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SECONDARY DELIVERY POINT(S):

All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

EXHIBIT C
DATED June 29, 2016
EFFECTIVE July 1, 2016

MIDCONTINENT EXPRESS PIPELINE LLC

NEGOTIATED RATE AGREEMENT

Company: BP ENERGY COMPANY

Contract No.: 212159-FTSMEP

ARTICLE 1.
NEGOTIATED RATE PARAMETERS

1.1 Negotiated Rate Term: From July 1, 2016 through July 31, 2019, and thereafter during any extensions of the term of the Transportation Agreement, except as MEP and Shipper shall agree otherwise.

1.2 Negotiated Rates:

A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):

(a) Negotiated Monthly Base Reservation Rate for Zone 1: \$7.6042/Dth of MDQ (equal to \$0.25/Dth per day on a 100% load factor basis) for service provided between any points in Zone 1 (the "Zone 1 Initial Rate"), and

(b) Negotiated Monthly Base Reservation Rate for Zone 2: \$5.1708/Dth of MDQ (equal to \$0.17/Dth per day on a 100% load factor basis) for service provided between any points in Zone 2 (the "Zone 2 Initial Rate"), and

(c) Negotiated Base Commodity Rate: \$0.00/Dth of MDQ for service provided in both Zones 1 and 2.

B. Negotiated Rates for Leased Capacity ("Leased Capacity") on the Enable pipeline system, as such capacity is defined in MEP's Tariff:

(a) Negotiated Base Reservation Rate at the Enable West Pool: \$0.15/Dth per day for 25,000 Dth/d of firm capacity at the Enable West Pool, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and

(b) Negotiated Base Commodity Rate: \$0.00/Dth.

Shipper shall also pay MEP all Lease Capacity Activity charges and charges for fuel and

gas lost and unaccounted for that are assessed by Enable to MEP in accordance with the lease applicable to the Leased Capacity and MEP's Tariff.

1.3 Eligible Firm Transportation Quantity:

25,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

25,000 Dth per day in Zones 1 and 2.

1.4 Eligible Primary Receipt Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ (Dth/day))</u>
<u>Enable West Pool</u>	<u>44599</u>	<u>25,000</u>

1.5 Eligible Secondary Receipt Points.

The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis from all secondary receipt points in Zone 1 and Zone 2 within the primary path of service.

1.6 Eligible Primary Delivery Points:

<u>NAME</u>	<u>PIN</u>	<u>Eligible Point (MDQ (Dth/day))</u>
<u>Transco Gas Pipe Line</u>	<u>44451</u>	<u>25,000</u>

1.7 Eligible Secondary Delivery Points. The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis to all secondary delivery points in Zone 1 and Zone 2 within the primary path of service.

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Eligible Receipt Points to the Eligible Delivery Points; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. For any aggregate quantities transported on a firm basis on any day for Shipper and any associated capacity release

replacement shippers which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rate for Zone 1, Zone 2, and/or the Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in the Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.3 below.

2.2 Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. To the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.

2.3 Additional Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) maximum authorized and unauthorized overrun charges; (iii) maximum reservation charges and surcharges; (iv) maximum commodity charges and surcharges; (v) applicable maximum ACA surcharges, and (vi) Leased Capacity Activity charges.

Reserved for Future Use Contract No.
212159-FTSMEP

~~MIDCONTINENT EXPRESS PIPELINE LLC (MEP)
TRANSPORTATION RATE SCHEDULE FTS
AGREEMENT DATED June 29, 2016
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS~~

- ~~1. SHIPPER is: BP ENERGY COMPANY, a MARKETER.~~
- ~~2. MDQ totals:
25,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP's Fuel Charges downstream of Bennington; and

25,000 Dth per day in Zones 1 and 2.~~
- ~~3. TERM: For a Primary Term commencing July 1, 2016 through July 31, 2019 ("Primary Term").~~

~~Shipper shall have the unilateral right to extend the Primary Term and any subsequent term for all or any portion of the existing Contract MDQ for capacity at or downstream of Bennington: (i) at Shipper's Negotiated Rates or at negotiated rates equal to all applicable then existing recourse rates, for a minimum term of five (5) years; or (ii) at Shipper's Negotiated Rates for a term of one (1) year ("Rollover Right"). Shipper may exercise its Rollover Right by the provision of twelve months' prior written notice to MEP prior to the end of the Primary Term or any subsequent term. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right. Shipper may similarly exercise a rollover right for any Leased Capacity then utilized to provide firm transportation service to Shipper to the extent that MEP has previously retained, or is otherwise timely able to obtain on terms acceptable to MEP, the necessary rights to such capacity from the relevant third party lessor. Shipper shall also have a contractual right of first refusal to retain capacity under this Transportation Agreement upon expiration of the Primary Term and any subsequent term which is equal to or greater than one (1) year, in the event that Shipper elects not to exercise any applicable Rollover Right with respect to such capacity. Shipper may make the extension of any portion of its Contract MDQ on the MEP Pipeline contingent upon an extension of the same quantity of its Contract MDQ on the Leased Capacity. Shipper may exercise any of its term extension rights under this Section 3 an unlimited number of times.~~

4. ~~Service will be ON BEHALF OF:~~

~~Shipper or~~
 ~~Other: _____, a _____~~

5. ~~The ULTIMATE END USERS are (check one):~~

~~_____ customers of the following LDC/pipeline company(ies): _____;~~
~~_____ customers in these states: _____; or~~
 ~~customers within any state in the continental U.S~~

6. ~~_____ This Agreement supersedes and cancels a _____ Agreement dated~~

~~_____ Capacity rights for this Agreement were released from _____~~

~~[for firm service only] Service and reservation charges commence the later of:~~

~~_____ (a) July 1, 2016, and~~

~~_____ (b) the date capacity to provide the service hereunder is available on MEP's System.~~

~~_____ Other:~~

7. ~~SHIPPER'S ADDRESSES~~ _____ ~~MEP'S ADDRESSES~~

BP ENERGY COMPANY	MIDCONTINENT EXPRESS PIPELINE LLC
CLAYTON LUSKIE	ATTENTION: ACCOUNT SERVICES
201 HELIOS WAY	1001 LOUISIANA STREET
HOUSTON, TX 77079	SUITE 1000
_____	HOUSTON, TEXAS 77002

_____ ~~Payments:~~
_____ ~~FOR WIRE TRANSFER:~~
_____ ~~MIDCONTINENT EXPRESS PIPELINE LLC~~
_____ ~~WELLS FARGO BANK, NA~~
_____ ~~ABA # 121 000 248~~
_____ ~~ACCOUNT # 412 147 2559~~

8. ~~Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or discount contracts, if any:~~

~~a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by MEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~

- ~~— b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by MEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in MEP's FERC Gas Tariff as may be revised from time to time.~~
- ~~— c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in MEP's FERC Gas Tariff, as approved by the FERC from time to time.~~
- ~~— d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall MEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in MEP's FERC Gas Tariff, as may be revised from time to time.~~
- ~~— e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and MEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under MEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for MEP to file for and receive FERC approval of the Negotiated Rates.~~
- ~~— f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.~~
- ~~— g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either MEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.~~

- ~~h.— Succession and Assignment.— In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to MEP without the prior express written consent of MEP, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of MEP. The Agreement may be assigned by MEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, which shall include Kinder Morgan Energy Partners, LP or any affiliate of Kinder Morgan Energy Partners, LP.~~
- ~~i.— No Third Party Beneficiaries.— This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than MEP or Shipper.~~
- ~~j.— Conformance to Law.— It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.~~
- ~~— k.— Effect of Tariff.— This Agreement shall at all times be subject to all applicable provisions of MEP's FERC Gas Tariff.~~
- ~~— l.— GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.~~
- ~~— m.— Entire Agreement.— This Agreement contains the entire agreement between MEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by MEP and Shipper which expressly refers to this Agreement.~~

~~-9. The above stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF TEXAS, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation, or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to MEP if MEP must provide them to the FERC.~~

— Agreed to by:

~~— MIDCONTINENT EXPRESS PIPELINE LLC — BP ENERGY COMPANY
— MEP — SHIPPER~~

/s/: _____ /s/: _____

_____ 1 _____ 2
NAME: _____ NAME: _____

_____ 3 _____ 4
TITLE: _____ TITLE: _____
~~— NORMAN G. HOLMES
— PRESIDENT~~

EXHIBIT A
DATED June 29, 2016
EFFECTIVE July 1, 2016

Company: ~~BP ENERGY COMPANY~~

Contract No.: ~~212159-FTSMEP~~

Receipt Point(s):
{FTS-Only}

Name/Location County Area State PIN No. (Dth) MDQ

PRIMARY RECEIPT POINT(S):

1. ~~Enable/MEP West Pool Bryan Bryan OK 44599 25,000⁺~~

⁺ This quantity will be increased by the capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.

SECONDARY RECEIPT POINT(S):

~~— All secondary receipt points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.~~

Receipt Pressure, Assumed Atmospheric Pressure

~~— Gas to be delivered to MEP at the Receipt Point(s) shall be at the pressure prevailing on MEP's System at that point, but shall not in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in MEP's Catalog of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).~~

Rates

~~— The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).~~

Fuel Gas and Unaccounted For Gas Percentages (%)

~~— Shipper will be assessed the applicable percentages for Fuel Gas, for Booster Compression fuel and for Unaccounted For Gas unless MEP and Shipper mutually agree on monetary reimbursement.~~

EXHIBIT B
DATED June 29, 2016
EFFECTIVE July 1, 2016

~~Company : BP ENERGY COMPANY~~

~~Contract No.: 212159 FTSMEP~~

~~Delivery Point(s):
[FTS Only]~~

<u>Name/Location</u>	<u>County/Parish Area</u>	<u>State</u>	<u>PIN No.</u>	<u>(Dth)</u>
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~~PRIMARY DELIVERY POINT(S):~~

1. TRNSCO/MEP DEL CHOCTAW	CHOCTAW	AL	44451	25,000
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~~SECONDARY DELIVERY POINT(S):~~

~~—All secondary delivery points, and the related priorities and volumes, as provided under the Tariff provisions governing this Agreement.~~

Delivery Pressure, Assumed Atmospheric Pressure

~~—Gas to be delivered by MEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in MEP's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).~~

~~EXHIBIT C
DATED June 29, 2016
EFFECTIVE July 1, 2016~~

~~MIDCONTINENT EXPRESS PIPELINE LLC~~

~~NEGOTIATED RATE AGREEMENT~~

~~Company: BP ENERGY COMPANY~~

~~Contract No.: 212159-FTSMEP~~

~~ARTICLE 1.
NEGOTIATED RATE PARAMETERS~~

~~1.1 Negotiated Rate Term: From July 1, 2016 through July 31, 2019, and thereafter during any extensions of the term of the Transportation Agreement, except as MEP and Shipper shall agree otherwise.~~

~~1.2 Negotiated Rates:~~

~~A. Negotiated Rates for Zones 1 and 2, as such Zones are defined in MEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"):~~

~~(a) Negotiated Monthly Base Reservation Rate for Zone 1: \$7.6042/Dth of MDQ (equal to \$0.25/Dth per day on a 100% load factor basis) for service provided between any points in Zone 1 (the "Zone 1 Initial Rate"), and~~

~~(a) Negotiated Monthly Base Reservation Rate for Zone 2: \$5.1708/Dth of MDQ (equal to \$0.17/Dth per day on a 100% load factor basis) for service provided between any points in Zone 2 (the "Zone 2 Initial Rate"), and~~

~~(c) Negotiated Base Commodity Rate: \$0.00/Dth of MDQ for service provided in both Zones 1 and 2.~~

~~B. Negotiated Rates for Leased Capacity ("Leased Capacity") on the Enable pipeline system, as such capacity is defined in MEP's Tariff:~~

~~(a) Negotiated Base Reservation Rate at the Enable West Pool: \$0.15/Dth per day for 25,000 Dth/d of firm capacity at the Enable West Pool, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington; and~~

~~(b) Negotiated Base Commodity Rate: \$0.00/Dth.~~

~~Shipper shall also pay MEP all Lease Capacity Activity charges and charges for fuel and gas lost and unaccounted for that are assessed by Enable to MEP in accordance with the lease applicable to the Leased Capacity and MEP's Tariff.~~

~~1.3 Eligible Firm Transportation Quantity:~~

~~25,000 Dth per day from the Enable West Pool to Bennington, plus capacity necessary to transport gas for reimbursement of MEP Fuel Charges downstream of Bennington.~~

~~25,000 Dth per day in Zones 1 and 2.~~

~~1.4 Eligible Primary Receipt Points:~~

NAME	PIN	Eligible Point (MDQ (Dth/day))
Enable West Pool	44599	25,000

~~1.5 Eligible Secondary Receipt Points:~~

~~The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis from all secondary receipt points in Zone 1 and Zone 2 within the primary path of service.~~

~~1.6 Eligible Primary Delivery Points:~~

NAME	PIN	Eligible Point (MDQ (Dth/day))
Transeo Gas Pipe Line	44451	25,000

~~1.7 Eligible Secondary Delivery Points. The Zone 1 and Zone 2 Negotiated Rates shall apply to all service provided on a firm basis to all secondary delivery points in Zone 1 and Zone 2 within the primary path of service.~~

~~ARTICLE 2~~

~~NEGOTIATED RATE TERMS AND CONDITIONS; ADDITIONAL CHARGES~~

~~2.1 General Negotiated Rate Limitations. The Negotiated Rates shall apply only to: (i) service provided to Shipper by MEP under the Transportation Agreement from the Eligible~~

~~Receipt Points to the Eligible Delivery Points; and (ii) an aggregate maximum daily firm transportation quantity equal to the Eligible Firm Transportation Quantity set forth in Article 1.3 above, for all quantities transported on a firm basis under the Transportation Agreement and any associated capacity release replacement agreements. For any aggregate quantities transported on a firm basis on any day for Shipper and any associated capacity release replacement shippers which: (i) are in excess of the applicable Eligible Firm Transportation Quantity; or (ii) involve any receipt or delivery points which are not Eligible Receipt or Delivery Points, Shipper shall be charged the greater of: (a) the 100% load factor daily rate equivalent of the Shipper's applicable Negotiated Rate for Zone 1, Zone 2, and/or the Leased Capacity; and (b) the 100% load factor daily rate equivalent of the applicable maximum base reservation and base commodity rates set forth in the Tariff, as well as all applicable additional rates, charges and surcharges described in Article 2.3 below.~~

~~2.2 — Discountable Third Party Surcharges. From time to time, certain reservation and/or commodity surcharges may be approved by the FERC for inclusion in MEP's FERC Gas Tariff which MEP is: (i) required to collect from Shipper and remit to the FERC or to another third party; and (ii) permitted to discount the amount of such surcharge from the applicable maximum rate set forth in MEP's FERC Gas Tariff ("Discountable Third Party Surcharges"). MEP shall discount any particular Discountable Third Party Surcharge to the maximum extent permitted under the provisions of MEP's FERC Gas Tariff. Shipper shall only be responsible for payment to MEP of any portion of such Discountable Third Party Surcharge which MEP is not permitted to discount and for which MEP bills Shipper. To the extent any Discountable Third Party Surcharge is approved by the FERC for inclusion in MEP Tariff during the term hereof, MEP shall discount such Discountable Third Party Surcharge(s) to the maximum extent permitted under the provisions of its FERC Gas Tariff but not below the amount of such Discountable Third Party Surcharge(s) that MEP is required to remit. Accordingly, Shipper shall be responsible for and pay to MEP the amount attributable to such Discountable Third Party Surcharge(s) which MEP is responsible for paying and remitting to the FERC and/or third party.~~

~~2.3 — Additional Rates, Charges, and Surcharges. — Unless otherwise expressly provided in this Agreement or agreed to in writing by MEP, Shipper shall also pay MEP all other applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, including without limitation all applicable (i) Fuel, booster fuel, and Gas Lost and Unaccounted For charges; (ii) maximum authorized and unauthorized overrun charges; (iii) maximum reservation charges and surcharges; (iv) maximum commodity charges and surcharges; (v) applicable maximum ACA surcharges, and (vi) Leased Capacity Activity charges.~~