

BASE CONTRACT FOR SHORT-TERM SALE AND PURCHASE OF NATURAL GAS

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

BP ENERGY COMPANY

and _____

P. O. Box 3092

Houston, TX 77253-3092

Duns # 62-527-5755

Contract # _____

Attn: _____

Phone: (281) 366- Fax: (281) 366-

Federal Tax ID Number: 36-3421804

Invoices and Payments: _____

See Attachment I

Attn: _____

Phone: Fax

Wire Transfer or ACH Nos. (if applicable) _____

See Attachment I

Duns # _____

Contract # _____

Attn: _____

Phone: Fax

Federal Tax ID Number: _____

Invoices and Payments: _____

See Attachment I

Attn: _____

Phone: Fax

Wire Transfer or ACH Nos. (if applicable) _____

See Attachment I

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Short-Term Sale and Purchase of Natural Gas published by the Gas Industry Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions (select only one from each box, but see "Note" relating to Section 2.24):

Section 1.2 Transaction Procedure	<input checked="" type="checkbox"/> Oral <input type="checkbox"/> Written	Section 6. Taxes	<input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point <input type="checkbox"/> Seller Pays Before and At Delivery Point
Section 2.4 Confirm Deadline	<input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> Business Days after receipt	Section 7.2 Payment Date	Net 10 days from receipt
Section 2.5 Confirming Party	<input type="checkbox"/> Seller <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> BP Energy Company	Section 7.2 Method of Payment	<input type="checkbox"/> Wire Transfer (WT) <input checked="" type="checkbox"/> Automated Clearinghouse (ACH) <input type="checkbox"/> Check
Section 3.2 Performance Obligation.	<input checked="" type="checkbox"/> Cover Standard <input type="checkbox"/> Spot Price Standard		
Note: The following Spot Price Publication applies to both of the immediately preceding Standards and must be filled in after a Standard is selected.		Section 13.5 CHOICE OF LAW:	Texas (without regard to Texas principles of conflict of laws)
Section 2.24 Spot Price Publication:	"Gas Daily" (the price listed under the column "Midpoint" in the table "Daily Price Survey" for the relevant geographic location)		

☒ Special Provisions: Number of sheets attached: 3

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

BP ENERGY COMPANY

By _____

Title: Regional Vice President

Date: _____

By _____

Title: _____

Date: _____

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. This contract is intended for Interruptible transactions or Firm transactions of one month or less and may not be suitable for Firm transactions of longer than one month. Further, GISB does not mandate the use of the Contract by any party. GISB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO GISB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANT ABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT GISB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL GISB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT

ATTACHMENT I

Base Contract Date: _____

BPEC Contract #: _____

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Notices

All billings, payments, statements, notices, and communications made pursuant to the Contract shall be made as follows:

Notice to BPEC:

BP Energy Company
P. O. Box 3092
Houston, TX 77253-3092
Attn: Natural Gas Marketing
Fax No: (281) 366-_____
Phone No: (281) 366-_____

Notice to:

Payments to BPEC:

Chase Manhattan Bank, NY
ABA 021000021
BP Energy Company
Account No.: 910-2-548097

Payments to:

Billing and Accounting Matters to:

BP Energy Company
P. O. Box 3092
Houston, TX 77253-3092
Attn: Energy Accounting
Phone No: (281) 366-_____
Fax No: (281) 366-_____

Billing & Accounting Matters to: