

138 FERC ¶ 61,004
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;
Philip D. Moeller, John R. Norris,
and Cheryl A. LaFleur.

In re ConocoPhillips Company

Docket No. IN12-5-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued January 4, 2012)

1. The Commission approves the attached Stipulation and Consent Agreement (Agreement) between the Office of Enforcement (Enforcement) and ConocoPhillips Company (ConocoPhillips). This order is in the public interest because it resolves the investigation into certain violations of the Commission's regulations and the Commission's capacity release requirements, including circumvention of the posting and bidding requirements for released capacity set forth in 18 C.F.R § 284.8, violations of the shipper-must-have-title requirement, and a single violation of the Commission's prohibition on buy/sell transactions. ConocoPhillips has agreed to pay a civil penalty of \$545,000 and to disgorge \$3,174,900 plus interest, such amount representing the unjust profits obtained from these violations. In addition, ConocoPhillips has agreed to submit compliance monitoring reports.

Background

2. During the investigative period, which extended from January 1, 2004 through May 30, 2007, ConocoPhillips, a large integrated energy company with substantial assets and operations, and the second largest natural gas marketer in the United States, shipped gas on more than 100 different pipelines to serve its customers.

3. Enforcement's investigation commenced after ConocoPhillips submitted a written self-report in which it reported transactions potentially violating the shipper-must-have-title requirement and circumventing the Commission's posting and bidding requirements for released capacity. Enforcement conducted an investigation pursuant to Part 1b of the Commission's regulations, 18 C.F.R. Part 1b (2011), and discovered other transactions of interest in addition to those reported by the company.

Violations

A. Flipping¹

4. Commission regulations require that a shipper releasing any firm capacity on a pipeline for a term longer than 31 days and at a price less than the maximum tariff rate must post the capacity for competitive bidding on the pipeline's Electronic Bulletin Board (EBB). The regulations also provided that a discounted release for 31 days or less is exempt from the competitive bidding requirement, but must be posted for informational purposes within 48 hours of the release. Under 18 C.F.R. § 284.8(h)(2), a discounted, short-term release could not be rolled over, extended, or in any way continued without complying with the posting and bidding requirements.

5. Enforcement concluded that ConocoPhillips and its affiliate Brandywine Industrial Gas Inc. (Brandywine) obtained releases of discounted rate short-term capacity on an alternating monthly basis, without complying with the Commission's posting and bidding requirements, under prearranged deals with the releasing shipper. The deals occurred on four different pipelines involving a total of seven releasing shippers, and ranged in duration from two months to more than two years. By alternating the replacement shipper in discounted rate transactions on an every-other month basis, Enforcement concluded that ConocoPhillips was able to secure long-term discounted capacity without complying with the posting and bidding requirements of 18 C.F.R. § 284.8.

6. Enforcement concluded that the foregoing conduct caused harm to natural gas transportation markets because it impeded transparency and may have denied other market participants an opportunity to bid for discounted, long-term releases of capacity that may not have otherwise been available from the pipeline or other releasing shippers.

7. Enforcement concluded that ConocoPhillips used the capacity alternately released to it and its affiliate to ship a volume of gas of 16.9 Bcf. Enforcement concluded ConocoPhillips earned a total of \$322,742 in unjust profits associated with these transactions.

¹ Flipping is a term that describes transactions that avoid the posting and bidding requirements for discounted rate firm capacity at 18 C.F.R. § 284.8 (2010). Flipping is typically a series of short-term releases of discounted rate capacity to two or more affiliated replacement shippers on an alternating monthly basis, without complying with the posting and bidding requirements, that creates a long-term, noncompetitive discounted rate release. *See, e.g., South Jersey Gas Company*, 132 FERC ¶ 61,266 (2010); *In re Puget Sound Energy, Inc.*, 127 FERC ¶ 61,070 (2009); *In re Anadarko Petroleum Corporation*, 127 FERC ¶ 61,069 (2009); *In re Constellation NewEnergy – Gas Division, LLC*, 122 FERC ¶ 61,220 (2008); *In re BP Energy Company*, 121 FERC ¶ 61,088 (2007).

B. Shipper-Must-Have-Title

8. A central requirement of the Commission's open-access transportation program is that all shippers must have title to the gas at the time the gas is tendered to the pipeline or storage transporter and while it is being transported or held in storage by the transporter. Interstate pipeline tariffs include provisions requiring shippers to warrant good title to the gas tendered for transportation on the pipeline. Although the specific language of each interstate pipeline's tariff varies, the Commission has made clear that the shipper of record and the owner of the gas must be one and the same throughout the course of the transportation or the duration of storage on any pipeline.²

9. Enforcement determined that ConocoPhillips shipped 73.6 Bcf of gas in violation of the shipper-must-have-title requirement. ConocoPhillips earned a total of \$2,582,158 in unjust profits associated with the shipper-must-have-title violations that are the subject of this Order.

10. The transactions violated the shipper-must-have-title in multiple ways. Transactions totaling 32.6 Bcf involved the transportation of ConocoPhillips' gas on pipeline capacity owned by one customer for delivery to third parties. Transactions totaling 32.1 Bcf involved ConocoPhillips's purchase of assets from another company and use of acquired capacity to ship its own gas before effecting assignment of the capacity. Similarly, ConocoPhillips shipped gas on capacity held by a subsidiary that it was in the process of eliminating before it could effect assignment of the subsidiary's capacity to itself.

11. Furthermore, some transactions involving ConocoPhillips's affiliate, Brandywine, resulted in shipper-must-have-title violations when ConocoPhillips retained title to gas shipped by Brandywine. Finally, certain violations occurred because of uncertain or mistaken designations concerning the delivery point and when title to the gas must transfer.

12. These violations of the shipper-must-have-title requirement reduce market transparency in the natural gas transportation market. If ConocoPhillips had followed the capacity release requirements, other market participants would have been fully informed of its activities on the pipelines. Violations of the shipper-must-have-title requirement interfere with the Commission's oversight of the natural gas markets and with the Commission's goal of market transparency.

² See *Enron Energy Services, Inc.*, 85 FERC ¶ 61,221, at 61,906 (1998).

C. Prohibited Buy/Sell Transactions

13. The Commission has prohibited certain buy/sell transactions. A prohibited buy/sell transaction is a commercial arrangement where a shipper holding interstate pipeline capacity buys gas at the direction of, on behalf of, or directly from another entity (e.g., an end-user), ships that gas through its interstate pipeline capacity, and then resells an equivalent quantity of gas to the downstream entity at the delivery point.³ By prohibiting buy/sell transactions, the Commission prevents a capacity holder with priority to pipeline capacity from acting as a broker of transportation capacity or assigning transportation capacity to end-use customers. Such practices, if permitted, would be a barrier to open access transportation on interstate pipelines.

14. ConocoPhillips violated the prohibition on buy/sell transactions for a period of one month while a request to assign capacity to an affiliated company was pending approval from the pipeline. Because the affiliated company did not have use of the capacity for the purpose of shipping gas it owned to its own facility, ConocoPhillips purchased the affiliate's gas, shipped it on ConocoPhillips' capacity and sold the gas back to the affiliate at the delivery point.

15. The buy/sell transaction circumvents, and therefore frustrates, the Commission's open access transportation policies requiring releases of capacity from one shipper to another to be subject to certain posting and competitive bidding requirements so that the use of interstate pipeline capacity will be transparent to market participants. The buy/sell transaction involved 1.3 Bcf of gas and did not generate unjust profits.

Stipulation and Consent Agreement

16. Enforcement and ConocoPhillips have resolved Enforcement's investigation of violations by ConocoPhillips by means of the attached Stipulation and Consent Agreement. ConocoPhillips will pay a civil penalty of \$545,000 to the United States Treasury and disgorge \$3,174,900, plus interest, in unjust profits obtained from the prohibited transactions. ConocoPhillips shall submit semi-annual compliance monitoring reports to Enforcement for one year following the Effective Date of this Agreement, with the option of a second year of reporting at Enforcement's discretion. Each compliance report shall describe new and existing compliance program measures, including training, and alert Enforcement staff to any additional capacity release violations that may have occurred in the intervening period.

³ See *Williams Energy Marketing & Trading Co.*, 92 FERC ¶ 61,219, at 61,715-16 (2000).

Determination of the Appropriate Civil Penalty

17. Pursuant to section 22(a) of the Natural Gas Act (NGA), the Commission may assess a civil penalty up to \$1 million per day per violation for as long as the violation continues.⁴ In approving the Agreement and civil penalty, we considered the factors set forth in section 22(c) of the NGA, 15 U.S.C. § 717t-1(c), and the Revised Policy Statement on Penalty Guidelines.⁵ We conclude that the penalty determination in the instant matter is a fair and equitable resolution of this matter and is in the public interest, as it reflects the nature and scope of Enforcement's conclusions concerning ConocoPhillips's violations.⁶

18. The civil penalty assessment reflects the fact that this investigation arose from ConocoPhillips' internal investigation and report of the transactions. In addition, ConocoPhillips has taken several steps to prevent future violations, including enhanced training; regular audits of natural gas transactions to identify non-standard transactions; and other measures to increase awareness of Commission regulations and policies relevant to corporate transactions. All employees have direct access to compliance personnel and also an ethics hotline they can use to anonymously report violations of Commission regulations, policies and other issues.

19. ConocoPhillips cooperated fully with Enforcement throughout the investigation.

20. The Commission concludes that the civil penalty, disgorgement relief, and the compliance monitoring reports specified in the Agreement are fair and equitable, and in the public interest.

⁴ 15 U.S.C. § 717t-1(a) (*added by* the Energy Policy Act of 2005, Pub. L. No. 109-58, § 314 (b)(1)(B), 119 Stat. 594, 691 (2005)) (authorizing the Commission to impose civil penalties "of not more than \$1,000,000 per day per violation for as long as the violation continues").

⁵ *Enforcement of Statutes, Regulations and Orders*, 132 FERC ¶ 61,216 (2010) (Revised Policy Statement on Penalty Guidelines).

⁶ The civil penalty falls within a range consistent with the Penalty Guidelines. Application of the Penalty Guidelines in this case furthers the goal of "add[ing] greater fairness, consistency, and transparency to our enforcement program." *Id.* at P 2. We have considered the factors set forth in the Revised Policy Statement on Penalty Guidelines and have concluded that the penalty in this case is appropriate.

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The Commission orders:

The attached Stipulation and Consent Agreement is hereby approved without modification.

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

ConocoPhillips Company) Docket No. IN12-5-000

STIPULATION AND CONSENT AGREEMENT

I. INTRODUCTION

1. The staff of the Office of Enforcement (Enforcement) of the Federal Energy Regulatory Commission (Commission) and ConocoPhillips Company (ConocoPhillips) enter into this Stipulation and Consent Agreement (Agreement) to resolve violations of the Commission's open access transportation program.

II. STIPULATED FACTS

Enforcement and ConocoPhillips hereby stipulate and agree to the following:

A. Background

2. ConocoPhillips is a large, integrated energy company with substantial assets and operations, and is the third-largest energy company in the United States, based on market capitalization and its reserves of oil and gas. ConocoPhillips states that it is the second-largest natural gas marketer in the United States, shipping gas on more than 100 different pipelines to serve its customers. ConocoPhillips reported consolidated net income of approximately \$4.9 billion for calendar year 2009 and approximately \$11.4 billion for calendar year 2010.

3. Enforcement's review of ConocoPhillips' natural gas transactions commenced after ConocoPhillips submitted a written self-report. Enforcement conducted an investigation and concluded that ConocoPhillips violated a number of the elements of the Commission's open access transportation program through: (1) flipping transactions⁷ that avoided the Commission's posting and bidding

⁷ Flipping is a term that describes transactions that avoid the posting and bidding requirements for discounted rate firm capacity found at 18 C.F.R. § 284.8. Flipping is typically a series of short-term releases of discounted rate capacity to two or more affiliated replacement shippers on an alternating monthly basis, without complying with the posting and bidding requirements, that creates a long-term, noncompetitive discounted rate release. *See, e.g., In re Puget Sound Energy,*

requirements for long-term releases of discounted capacity; (2) violations of the shipper-must-have-title requirement; and (3) a single violation of the Commission's prohibition on buy/sell transactions.

B. Summary of Violations

Flipping Transactions

4. Commission regulations at the relevant time required that a shipper releasing any firm capacity on a pipeline for a term longer than 31 days and at a price less than the maximum tariff rate must post the capacity for competitive bidding on the pipeline's Electronic Bulletin Board.⁸ The regulations also provided that a discounted release for 31 days or less is exempt from the competitive bidding requirement, but must be posted for informational purposes within 48 hours of the release. Under 18 C.F.R. § 284.8(h)(2) at the relevant time, a discounted, short-term release could not be rolled-over, extended, or in any way continued without complying with the posting and bidding requirements.

5. Enforcement concluded that, between January 2004 and April 2007, ConocoPhillips and its affiliate Brandywine Industrial Gas Inc. (Brandywine) took releases of discounted rate short-term capacity on an alternating monthly basis, without complying with the Commission's posting and bidding requirements, under prearranged deals with the releasing shipper. The deals occurred on four different pipelines involving a total of seven releasing shippers, and ranged in duration from two months to more than two years. By alternating the replacement shipper in discounted rate transactions on an every-other month basis, Enforcement concludes that ConocoPhillips was able to secure long-term discounted capacity without complying with the bidding requirements of 18 C.F.R. § 284.8.

6. Relevant to this Agreement, ConocoPhillips used the capacity alternately released to it and its affiliate to ship a volume of 16.9 Bcf of gas. Enforcement calculated that unjust profits associated with these transactions and

Inc., 127 FERC ¶ 61,070 (2009); *In re Anadarko Petroleum Corporation*, 127 FERC ¶ 61,069 (2009); *In re Constellation NewEnergy – Gas Division, LLC*, 122 FERC ¶ 61,220 (2008); *In re BP Energy Company*, 121 FERC ¶ 61,088 (2007); *South Jersey Gas Company*, 132 FERC ¶ 61,266 (2010).

⁸ *See, e.g.*, 18 C.F.R. § 284.8(h)(2) (2008). The Commission's regulations were subsequently amended to exempt certain releases relating to qualifying asset management arrangements from the competitive bidding requirement. *Promotion of a More Efficient Capacity Release Market*, Order No. 712, FERC Stats. & Regs. ¶ 31,271 (2008).

subject to disgorgement were \$322,742.

7. Enforcement concluded that ConocoPhillips's alternating with its affiliate as a replacement shipper is inconsistent with the Commission's posting and bidding requirements. Enforcement also concluded that such conduct causes harm to natural gas transportation markets because it impedes transparency and may have denied other market participants an opportunity to bid for discounted, long-term releases of capacity that may not have otherwise been available from the pipeline or other releasing shippers.

Shipper-Must-Have-Title Requirement

8. A central requirement of the Commission's open access transportation program is that all shippers must have title to the gas at the time the gas is tendered to the pipeline or storage transporter and while it is being transported or held in storage by the transporter. Interstate pipeline tariffs include provisions requiring shippers to warrant good title to the gas tendered for transportation on the pipeline. Although the specific language of each interstate pipeline's tariff varies, the Commission has made clear that the shipper of record and the owner of the gas must be one and the same throughout the course of the transportation or the duration of storage on any pipeline. *See Enron Energy Services, Inc.*, 85 FERC ¶ 61,221, at 61,906 (1998).

9. Enforcement determined that, between January 2004 and May 2007, ConocoPhillips shipped 73.6 Bcf of gas in violation of the shipper-must-have-title requirement. Transactions totaling 32.6 Bcf involved the transportation of ConocoPhillips' gas on pipeline capacity owned by one customer for delivery to another customer, i.e., improper use of a customer's capacity to serve third parties. Transactions totaling 32.1 Bcf arose following ConocoPhillips' acquisition of assets from another company coupled with ConocoPhillips' failure to obtain record title to certain of the acquired transportation contracts; consequently, ConocoPhillips shipped its gas on capacity held in the name of the assigning company. Similarly, ConocoPhillips shipped gas on capacity held by a subsidiary that it was in the process of eliminating before it could effect assignment of the subsidiary's capacity to itself. Furthermore, some transactions involving ConocoPhillips's affiliate, Brandywine, resulted in shipper-must-have-title violations when ConocoPhillips retained title to gas shipped by Brandywine. Finally, certain violations occurred because of uncertain or mistaken designations concerning the delivery point and when title to the gas must transfer. The unjust profits gained by ConocoPhillips from the 73.6 Bcf of gas are \$2,852,158.

10. These violations of the shipper-must-have-title requirement reduce market transparency in the natural gas transportation market. If ConocoPhillips had followed the capacity release requirements, other market participants would have been fully informed of its activities on the pipelines. Violations of the

shipper-must-have-title requirement interfere with the Commission's oversight of the natural gas markets and with the Commission's goal of market transparency.

Buy/Sell Transaction

11. The Commission has prohibited certain buy/sell transactions. A prohibited buy/sell transaction is a commercial arrangement where a shipper holding interstate pipeline capacity buys gas at the direction of, on behalf of, or directly from another entity (e.g., an end-user), ships that gas through its interstate pipeline capacity, and then resells an equivalent quantity of gas to the downstream entity at the delivery point. *See Williams Energy Marketing & Trading Co.*, 92 FERC ¶ 61,219, at 61,715-16 (2000). By prohibiting buy/sell transactions, the Commission prevents a capacity holder with priority to pipeline capacity from acting as a broker of transportation capacity or assigning transportation capacity to end-use customers. Such practices, if permitted, would be a barrier to open access transportation on interstate pipelines.

12. While a request to assign capacity to an affiliated company was pending approval from the pipeline, such that the affiliated company did not have use of the capacity for the purpose of shipping gas it owned to its own facility, ConocoPhillips purchased the affiliate's gas, shipped it on ConocoPhillips' capacity and sold the gas back to the affiliate at the delivery point. Enforcement concluded that ConocoPhillips engaged in a prohibited buy/sell transaction in an effort to avoid a shipper-must-have-title violation.

13. The buy/sell transaction lasted one month and involved 1.3 Bcf of gas.

C. Self-Corrective Actions

14. Enforcement notes that staff learned of these violations because ConocoPhillips voluntarily chose to review all of its natural gas transactions during a period of 42 months between January 2004 and July 2007, following the issuance of the Commission's order in *In re Calpine Energy Services, L.P.*, 119 FERC ¶ 61,125 (2007).

15. ConocoPhillips conducted an internal investigation and filed a written self-report with Enforcement. Enforcement's ensuing requests for information in the context of its own investigation brought to light additional flipping transactions.

16. In addition to self-reporting, ConocoPhillips has taken several steps to prevent future violations. These steps included compliance training for employees engaged in all aspects of natural gas operations; creation of a regulatory compliance group and other measures to strengthen compliance support; regular audits of natural gas transactions to identify non-standard

transactions; and other measures to increase awareness of Commission regulations and policies relevant to corporate transactions. Management monitors the training to ensure current and new employees attend all appropriate training sessions. Management created a new compliance position, and the regulatory compliance group meets quarterly to discuss employees' adherence with the compliance plan and the need for manuals or other written compliance support materials. The compliance group also oversees an annual internal audit of natural gas transactions. In addition, all employees have direct access to compliance personnel and also an ethics hotline they can use to anonymously report violations of Commission regulations, policies and other issues.

17. ConocoPhillips cooperated fully with Enforcement throughout its review and investigation.

III. REMEDIES AND SANCTIONS

18. For purposes of settling any and all civil and administrative disputes arising from Enforcement's investigation, ConocoPhillips agrees with the facts as stipulated in Section II of this Agreement but neither admits nor denies Enforcement's conclusions that the conduct violated any rule, regulation or statute. Nonetheless, in the interest of resolving this matter between Enforcement and ConocoPhillips without further proceedings, ConocoPhillips further agrees to undertake the following obligations.

A. Civil Penalty

19. ConocoPhillips shall pay a civil penalty of \$545,000 to the United States Treasury, by wire transfer, within ten days after the Effective Date of this Agreement, as defined below.

20. ConocoPhillips shall not pass through the civil penalty, directly or indirectly, to any present or future customers or ratepayers of any subsidiary or affiliate which operates with a tariff or other filed rate.

B. Disgorgement

21. ConocoPhillips shall disgorge \$3,174,877, plus interest, in unjust profits resulting from flipping and shipper-must-have-title transactions. ConocoPhillips will distribute the disgorged funds to energy assistance programs administered by States, territories, or Indian tribes and tribal organizations that have received grants from the federal Secretary of Health and Human Services, such energy assistance programs to be agreed upon and such disgorgement to be made within 30 days from the Effective Date of this Agreement.

C. Compliance Monitoring

22. ConocoPhillips shall make two semi-annual compliance monitoring reports to Enforcement for one year following the Effective Date of this Agreement. The first semi-annual report shall be submitted no later than ten days after the end of the second calendar quarter after the quarter in which the Effective Date of this Agreement falls. The second report shall be submitted no later than six months thereafter. Each compliance report shall: (a) advise Enforcement whether violations by ConocoPhillips have occurred related to the Commission's open access transportation program, including violations of the posting and bidding requirements for short-term releases of capacity, the shipper-must-have-title requirement, and the prohibition on buy/sell transactions; (b) provide a detailed update of all compliance training administered and compliance measures instituted in the applicable period, including a description of the training provided related to the Commission's open access transportation program, a list of the personnel that have received such training and when the training took place; and (c) include an affidavit executed by an officer of ConocoPhillips that the compliance reports are true and accurate. Upon request by Enforcement, ConocoPhillips shall provide to Enforcement documentation to support its reports. After the receipt of the second semi-annual report, Enforcement may, at its sole discretion, require ConocoPhillips to submit semi-annual reports for one additional year.

IV. TERMS

23. The Effective Date of this Agreement shall be the date on which the Commission issues an order approving this Agreement without material modification. When effective, this Agreement shall resolve all matters raised by the investigation and resulting in this Agreement as to ConocoPhillips and any affiliated entity, and their agents, officers, directors and employees, both past and present, and any successor in interest to ConocoPhillips.

24. Commission approval of this Agreement in its entirety and without material modification shall release ConocoPhillips and Brandywine and forever bar the Commission from holding ConocoPhillips, its affiliates, agents, officers, directors and employees, both past and present, and any successor in interest to ConocoPhillips liable for any and all administrative or civil claims arising out of, related to, or connected with the investigation addressed in this Agreement.

25. ConocoPhillips' failure to: (a) make a timely civil penalty payment; (b) comply with the compliance monitoring requirements specified herein; or (c) comply with any other provision of this Agreement, shall be deemed a violation of a final order of the Commission issued pursuant to the Natural Gas Act (NGA), and may subject ConocoPhillips to additional action under the enforcement and penalty provisions of the NGA.

26. If ConocoPhillips does not timely make the civil penalty payment or disgorgement payment at the time agreed to by the parties, interest payable to the United States Treasury will begin to accrue pursuant to the Commission's regulations at 18 C.F.R. § 154.501 (2011) from the date those payments are due, in addition to the penalty specified above.

27. The Agreement binds ConocoPhillips and its agents, successors, and assigns. The Agreement does not create any additional or independent obligations on ConocoPhillips, or any affiliated entity, its agents, officers, directors, or employees, other than the obligations identified in this Agreement.

28. The signatories to this Agreement agree that they enter into the Agreement voluntarily and that, other than the recitations set forth herein, no tender, offer, or promise of any kind by any member, employee, officer, director, agent, or representative of Enforcement or ConocoPhillips has been made to induce the signatories or any other party to enter into the Agreement.

29. Unless the Commission issues an order approving the Agreement in its entirety and without material modification, the Agreement shall be null and void and of no effect whatsoever, and neither Enforcement nor ConocoPhillips shall be bound by any provision or term of the Agreement, unless otherwise agreed to in writing by Enforcement and ConocoPhillips.

30. In connection with the payment of the civil penalty provided for herein, ConocoPhillips agrees that the Commission's order approving the Agreement without material modification shall be a final and unappealable order assessing a civil penalty under section 22(a) of the NGA, 15 U.S.C. § 717t-1(a). ConocoPhillips waives findings of fact and conclusions of law, rehearing of any Commission order approving the Agreement without material modification, and judicial review by any court of any Commission order approving the Agreement without material modification.

31. Each of the undersigned warrants that he or she is an authorized representative of the entity designated, is authorized to bind such entity, and accepts the Agreement on the entity's behalf.

32. The undersigned representative of ConocoPhillips affirms that he/she has read the Agreement, that all of the matters set forth in the Agreement are true and correct to the best of his/her knowledge, information and belief, and that he/she understands that the Agreement is entered into by Enforcement in express reliance on those representations.

33. This Agreement is executed in duplicate, each of which so executed shall be deemed to be an original.

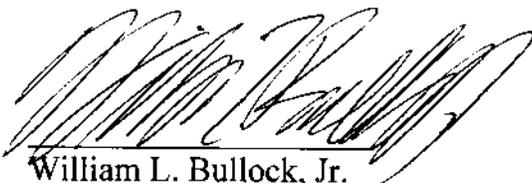
Agreed to and accepted:



Norman C. Bay, Director
Office of Enforcement
Federal Energy Regulatory Commission

12-14-11

Date



William L. Bullock, Jr.
President, Global Gas and Power
ConocoPhillips Company

6 December 2011

Date

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Document Content(s)

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