FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1A
(Superseding Second Revised Volume No. 1A)

of

EL PASO NATURAL GAS COMPANY, L.L.C.

filed with the

Federal Energy Regulatory Commission

Communications concerning this Tariff should be sent to:

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Colorado Springs, CO 80944
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List of Non-Conforming Agreements

Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000

List of Non-Conforming Agreements (Continued)

Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Mesa, Arizona FT-1 Agreement #FT2AE000-FT1EPNG
City of Mesa, Arizona FT-1 Agreement #FT2AF000-FTAEPNG
City of Mesa, Arizona FT-1 Agreement #621388-FT1EPNG
City of Mesa, Arizona OPAS Agreement #621131-OPASEPNG
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
City of Safford, Arizona #9824
City of Socorro, New Mexico #9828
City of Sterling City, Texas #982T
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comision Federal de Electricidad #FT3DM000
Comision Federal de Electricidad #FT3DP000
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000, #FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000
DRW Energy Trading LLC FT-1 Agreement #621360-FT1EPNG
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG
El Paso Electric Company OPAS Agreement #616642-OPASEPNG
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. FT-1 Agreement #620798-FT1EPNG
Mex Gas Supply, S.L. FT-1 Agreement #620796-FT1EPNG
Mex Gas Supply, S.L. FT-1 Agreement #620797-FT1EPNG
Mieco LLC FT-1 Agreement #620799-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000

List of Non-Conforming Agreements (Continued)

Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #619229-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #618708-FT1EPNG
Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG
Arizona Public Service Company FT-1 Agreement #FT3HX000-FT1EPNG
Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG
Arizona Public Service Company FTH-8 Agreement #617999-FH8EPNG
ASARCO L.L.C. FT-1 Agreement #FT2QE000-FT1EPNG
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000

List of Non-Conforming Negotiated Rate Agreements (continued)

ETC Marketing, Ltd. FT-1 Agreement #617716-FT1EPNG
ETC Marketing, Ltd. FT-1 Agreement #617729-FT1EPNG
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG
ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG
JPMorgan Chase Bank, N.A. FT-1 Agreement #620901-FT1EPNG
Mexicana de Cobre, S.A. de C.V. #FT399000
MRC Permian Company FT-1 Agreement #610837-FT1EPNG
MRC Permian Company FT-1 Agreement #612815-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG
Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG
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Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615490-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG

List of Non-Conforming Negotiated Rate Agreements (continued)

UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG

Third Revised Volume No. 2

Special rate schedules consisting of individual contracts between Transporter and various interstate pipeline system customers covering special gas transportation or exchange of natural gas. A detailed index of rate schedules is included in Transporter's FERC Gas Tariff, Third Revised Volume No. 2.

Rate Schedules

X-42 Gas Exchange Agreement between El Paso Natural Gas Company and Atlantic Richfield Company.

T-18 Gas Transportation Agreement between El Paso Natural Gas Company and Pacific Interstate Transmission Company.

T-23 Gas Transportation Agreement between El Paso Natural Gas Company and Minco Oil and Gas Co.

T-30 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.

T-31 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.

T-32 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

T-33 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

PRELIMINARY STATEMENT

El Paso Natural Gas Company, L.L.C. hereinafter referred to as "El Paso" or "Transporter" is a "natural gas company" as defined by the Natural Gas Act (52 Stat. 821, 15 U.S.C. 717-717w) and, as such, is subject to the jurisdiction of the Federal Energy Regulatory Commission, hereinafter referred to as "FERC" or "Commission." As used herein, "El Paso" shall not include any of El Paso's affiliates.

El Paso is in the business of providing jurisdictional transportation services to or for others as an open-access transporter under authority of Part 284 of the Commission's Regulations pursuant to written contracts containing or incorporating by reference terms and conditions which are acceptable to El Paso. El Paso also provides jurisdictional transportation services on behalf of various shippers pursuant to pre-existing individual contracts which were entered into prior to the effective date of this Volume No. 1A FERC Gas Tariff. Said pre-existing individual contracts, insofar as they provide for transportation services other than those open-access services which El Paso has agreed to provide under authority of Part 284 of the Commission's Regulations, have and will continue, after the effective date of this Volume No. 1A FERC Gas Tariff, to be included as special rate schedules in El Paso's Volume No. 2 FERC Gas Tariff.

This FERC Gas Tariff is filed in compliance with Part 154, Subchapter E, Chapter I, Title 18, of the Code of Federal Regulations.

Transporter's system map can be found using:

http://pipeline2.kindermorgan.com/default.aspx?code=EPNG
Use the Informational Postings menu and select Tariff, then select the Map link to view the System Map.

POINTS OF CONTACT

Payments:

Payments are subject to the terms and conditions of this Tariff including but not limited to Section 12 of the GT&C.

El Paso Natural Gas Company, L.L.C.
(See the address and account number identified on the invoice.)

Nominations:

Nominations are subject to the terms and conditions of this Tariff, including but not limited to Section 6 of the GT&C.

El Paso Natural Gas Company, L.L.C.
P.O. Box 1087
Colorado Springs, Colorado 80944
Attention: Transportation/Storage Services Department
Facsimile No. (719) 520-4698
Telephone No. (800) 238-3764

Notices:

Any notice provided for in a Form of Service Agreement in this Tariff shall be in writing and shall be considered as having been given if hand carried, telecopied, e-mailed or mailed by United States mail, postage prepaid, to the following address.

El Paso Natural Gas Company, L.L.C.
P.O. Box 1087
Colorado Springs, Colorado 80944
Attention: Marketing Department
Facsimile No. (719) 520-4878
Telephone No. (719) 520-4245 or (719) 520-4250
E-mail: #KMWestMarketing@KinderMorgan.com

Formal Complaints:

El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Vice President, Regulatory

Informal Complaints:

Vice President, Regulatory
(719) 520-3778

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

Section 1 Service Rates
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- Section 1.2 Texas Rates
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Section 2 Charges/Penalties

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Section 5 Statement of Negotiated Rates

SERVICE RATES

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

PRODUCTION AREA RATES 4/

	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16
RESERVATION RATES									
Monthly Reservation 5/	$2.3299	$2.5641	$2.7193	$2.9139	$4.6598	$3.1481	$3.3823	$3.5375	$3.7321
Daily Reservation 1/									
Maximum	$0.0766	$0.0843	$0.0894	$0.0958	$0.1532	$0.1035	$0.1112	$0.1163	$0.1227
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
RESERVATION RATES – ARTICLE 11.2(B)									
Monthly Reservation 5/	$2.2539	$2.4790	$2.6310	$2.8166	$4.5078				
Daily Reservation 1/									
Maximum	$0.0741	$0.0815	$0.0865	$0.0926	$0.1482				
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000				
USAGE RATES - DAILY 1/									
Maximum	$0.0029	$0.0034	$0.0037	$0.0041	$0.0077	$0.0029	$0.0034	$0.0037	$0.0041
Minimum	$0.0029	$0.0034	$0.0037	$0.0041	$0.0077	$0.0029	$0.0034	$0.0037	$0.0041
Daily Authorized Overrun 7/ 9/	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

TEXAS RATES 4/

	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16
RESERVATION RATES									
Monthly Reservation 5/	$6.7403	$7.4156	$7.8627	$8.4254	$13.4807	$7.5585	$8.2338	$8.6809	$9.2436
Daily Reservation 1/									
Maximum	$0.2216	$0.2438	$0.2585	$0.2770	$0.4432	$0.2485	$0.2707	$0.2854	$0.3039
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
RESERVATION RATES – ARTICLE 11.2(B)									
Monthly Reservation 5/	$6.5183	$7.1723	$7.6072	$8.1517	$13.0396				
Daily Reservation 1/									
Maximum	$0.2143	$0.2358	$0.2501	$0.2680	$0.4287				
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000				
USAGE RATES - DAILY 1/									
Maximum	$0.0077	$0.0084	$0.0089	$0.0096	$0.0153	$0.0077	$0.0084	$0.0089	$0.0096
Minimum	$0.0077	$0.0084	$0.0089	$0.0096	$0.0153	$0.0077	$0.0084	$0.0089	$0.0096
Daily Authorized Overrun 7/ 9/	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

NEW MEXICO RATES 4/

	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16
RESERVATION RATES									
Monthly Reservation 5/	$6.8225	$7.5038	$7.9600	$8.5288	$13.6449	$7.6407	$8.3220	$8.7783	$9.3470
Daily Reservation 1/									
Maximum	$0.2243	$0.2467	$0.2617	$0.2804	$0.4486	$0.2512	$0.2736	$0.2886	$0.3073
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
RESERVATION RATES – ARTICLE 11.2(B)									
Monthly Reservation 5/	$6.6004	$7.2605	$7.7015	$8.2520	$13.2008				
Daily Reservation 1/									
Maximum	$0.2170	$0.2387	$0.2532	$0.2713	$0.4340				
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000				
USAGE RATES - DAILY 1/									
Maximum	$0.0079	$0.0087	$0.0093	$0.0099	$0.0158	$0.0079	$0.0087	$0.0093	$0.0099
Minimum	$0.0079	$0.0087	$0.0093	$0.0099	$0.0158	$0.0079	$0.0087	$0.0093	$0.0099
Daily Authorized Overrun 7/ 9/	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

ARIZONA RATES 4/

	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16
RESERVATION RATES									
Monthly Reservation 5/	$8.7265	$9.5995	$10.1805	$10.9074	$17.4531	$9.5448	$10.4177	$10.9987	$11.7256
Daily Reservation 1/									
Maximum	$0.2869	$0.3156	$0.3347	$0.3586	$0.5738	$0.3138	$0.3425	$0.3616	$0.3855
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
RESERVATION RATES – ARTICLE 11.2(B)									
Monthly Reservation 5/	$8.4406	$9.2832	$9.8489	$10.5515	$16.8813				
Daily Reservation 1/									
Maximum	$0.2775	$0.3052	$0.3238	$0.3469	$0.5550				
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000				
USAGE RATES - DAILY 1/									
Maximum	$0.0093	$0.0102	$0.0108	$0.0116	$0.0185	$0.0093	$0.0102	$0.0108	$0.0116
Minimum	$0.0093	$0.0102	$0.0108	$0.0116	$0.0185	$0.0093	$0.0102	$0.0108	$0.0116
Daily Authorized Overrun 7/ 9/	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

NEVADA RATES 4/

	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16
RESERVATION RATES									
Monthly Reservation 5/	$9.1493	$10.0649	$10.6732	$11.4367	$18.2987	$9.9675	$10.8831	$11.4914	$12.2549
Daily Reservation 1/									
Maximum	$0.3008	$0.3309	$0.3509	$0.3760	$0.6016	$0.3277	$0.3578	$0.3778	$0.4029
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
RESERVATION RATES – ARTICLE 11.2(B)									
Monthly Reservation 5/	$8.8482	$9.7364	$10.3265	$11.0625	$17.7025				
Daily Reservation 1/									
Maximum	$0.2909	$0.3201	$0.3395	$0.3637	$0.5820				
Minimum	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000				
USAGE RATES - DAILY 1/									
Maximum	$0.0094	$0.0104	$0.0110	$0.0118	$0.0188	$0.0094	$0.0104	$0.0110	$0.0118
Minimum	$0.0094	$0.0104	$0.0110	$0.0118	$0.0188	$0.0094	$0.0104	$0.0110	$0.0118
Daily Authorized Overrun 7/ 9/	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

CALIFORNIA RATES 4/

	FT-1	FTH-3	FTH-12	FTH-16	FTH-8	NNTD	NNTH-3	NNTH-12	NNTH-16
RESERVATION RATES									
Monthly Reservation 5/	$9.5660	N/A	N/A	N/A	N/A	$10.3843	N/A	N/A	N/A
Daily Reservation 1/									
Maximum	$0.3145	N/A	N/A	N/A	N/A	$0.3414	N/A	N/A	N/A
Minimum	$0.0000	N/A	N/A	N/A	N/A	$0.0000	N/A	N/A	N/A
RESERVATION RATES – ARTICLE 11.2(B)									
Monthly Reservation 5/	$9.2528	N/A	N/A	N/A	N/A				
Daily Reservation 1/									
Maximum	$0.3042	N/A	N/A	N/A	N/A				
Minimum	$0.0000	N/A	N/A	N/A	N/A				
USAGE RATES - DAILY 1/									
Maximum	$0.0096	N/A	N/A	N/A	N/A	$0.0096	N/A	N/A	N/A
Minimum	$0.0096	N/A	N/A	N/A	N/A	$0.0096	N/A	N/A	N/A
Daily Authorized Overrun 7/ 9/	FT-1	N/A	N/A	N/A	N/A	NNTD	N/A	N/A	N/A

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

LATERAL LINE FACILITIES CHARGES 4/

	Monthly Reservation 5/	Daily Maximum Reservation	Daily Minimum Reservation	Daily Maximum Usage	Daily Minimum Usage	Daily Authorized Overrun
FT-1 Willcox 2/	$2.9196	$0.0960	$0.0000	$0.0000	$0.0000	FT-1 7/ 9/
IT-1 1/						
Willcox	N/A	N/A	N/A	$0.2962	$0.0000	
IHSW						
Willcox	N/A	N/A	N/A	$0.3586	$0.0000	
PAL						
Willcox	N/A	N/A	N/A	$0.2962	$0.0000	Max PAL Usage

SYSTEM-WIDE BALANCING & STORAGE RATES 4/

	Monthly Reservation 5/	Daily Maximum Reservation 1/	Daily Minimum Reservation 1/	Daily Maximum Usage 1/	Daily Minimum Usage 1/
FDBS	$8.1851	$0.2691	$0.0000	$0.0000	$0.0000

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)

	Storage Inventory		Quantity Injection		Quantity Withdrawal	
	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum
ISS	$0.0386	$0.0000	$0.0267	$0.0267	$0.0444	$0.0444

Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

FIRM SMALL SHIPPER SERVICES 4/
Contract Quantity Equal to or Less than 10,000 dth/d

	Texas	New Mexico	Arizona
FT-2 1/			
Tier 1 Daily Usage 8/			
Maximum	$0.3759	$0.3805	$0.4860
Minimum	$0.0077	$0.0079	$0.0093
Tier 2 Daily Usage			
Maximum	$0.4511	$0.4565	$0.5832
Minimum	$0.0077	$0.0079	$0.0093
FT-2 – Article 11.2(b) 1/			
Tier 1 Daily Usage			
Maximum	$0.3639	$0.3683	$0.4704
Minimum	$0.0077	$0.0079	$0.0093
Tier 2 Daily Usage			
Maximum	$0.4367	$0.4419	$0.5645
Minimum	$0.0077	$0.0079	$0.0093

	Monthly Reservation 5/	Daily Maximum Reservation 1/	Daily Minimum Reservation 1/	Daily Maximum Usage 1/	Daily Minimum Usage 1/	Daily Authorized Overrun 7/ 9/
FTH-V	$2.5641	$0.0843	$0.0000	$0.0034	$0.0034	FTHV
FTH-V – Article 11.2(b)	$2.4790	$0.0815	$0.0000	$0.0034	$0.0034	FTHV – Article 11.2(b)

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

ZONAL RATES - Daily Usage

	IT-1 1/	IHSW	PAL Parking	PAL Lending
Production Area				
Maximum	$0.0795	$0.0999	$0.2569	$0.2569
Minimum	$0.0029	$0.0041	$0.0000	$0.0000
Texas				
Maximum	$0.2293	$0.2866	$0.2569	$0.2569
Minimum	$0.0077	$0.0096	$0.0000	$0.0000
New Mexico				
Maximum	$0.2322	$0.2903	$0.2569	$0.2569
Minimum	$0.0079	$0.0099	$0.0000	$0.0000
Arizona				
Maximum	$0.2962	$0.3702	$0.2569	$0.2569
Minimum	$0.0093	$0.0116	$0.0000	$0.0000
Nevada				
Maximum	$0.3102	$0.3878	$0.2569	$0.2569
Minimum	$0.0094	$0.0118	$0.0000	$0.0000
California				
Maximum	$0.3241	N/A	$0.2569	$0.2569
Minimum	$0.0096	N/A	$0.0000	$0.0000
Daily Authorized Overrun	N/A	N/A	Max PAL Usage	Max PAL Usage

Mainline Backhaul 3/ (Forward haul rate identified above applicable to the delivery zone for which service is provided.)
Fuel and L&U See the Fuel and L&U Statement of Rates.

See the Statement of Rates Footnotes.
Surcharges are shown in Footnote 1.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
(Rates per dth)

CHARGES/PENALTIES 6/ 10/

NON-CRITICAL CONDITION: 11/

Hourly Scheduling Penalty (GT&C Section 14.1): 100% LF FT-1 rate equivalent (e.g., 100% LF IT rate)

Daily Unauthorized Overrun Penalty (Rate Schedules, as applicable)

When unauthorized overrun quantities are equal to or less than the Safe Harbor Tolerance Quantities: Authorized Overrun rate

When unauthorized overrun quantities are allocated to non-telemetered points: Authorized Overrun rate (Rate Schedules, as applicable)

When unauthorized overrun quantities are greater than the Safe Harbor Tolerance Quantities: 2 x 100% LF FT-1 rate equivalent

MDO/MHO Violation Penalty (Rate Schedule OPAS): $0.0000

CRITICAL CONDITION:

Hourly Penalties

Hourly Scheduling Penalty (GT&C Section 14.1): 2 x Critical Condition Rate

MHO Violation Penalty (Rate Schedule OPAS): 2 x Critical Condition Rate

Daily Charges/Penalties - The Critical Condition Rate shall be determined based upon the charge/penalty quantity within each Tier Level relative to the daily delivery variance above the applicable Safe Harbor.

	Lower of Delivery Variance Quantity or Delivery Variance Percentage		Charge/Penalty Rate
Tier Level I	3,500 dth or Less	0% - 15%	1.5 x Critical Condition Rate
Tier Level II	3,501 dth - 5,000 dth	>15% - 50%	2 x Critical Condition Rate
Tier Level III	5,001 dth or Greater	>50%	2.5 x Critical Condition Rate

The Critical Condition Daily Charge/Penalty Rate is applicable to:

SOC/COC Daily Imbalance Charge (GT&C Section 11.1)

Daily Unauthorized Overrun Penalty (Rate Schedules, as applicable)

When unauthorized overrun quantities are greater than the Safe Harbor Tolerance Quantities

MDO Violation Penalty (Rate Schedule OPAS)

See the Statement of Rates Footnotes.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FUEL CHARGES 1/

Fuel and L&U	Collection Period	Volumetric True-up	Total Retention
Mainline Fuel:	2.05%	-0.15%	1.90%
Production Area Fuel:			
Anadarko Basin:	0.36%	0.06%	0.42%
Permian Basin:	0.36%	0.09%	0.45%
San Juan Basin:	0.53%	0.00%	0.53%
Permian - Anadarko Fuel:	0.37%	0.13%	0.50%
Rate Schedule ISS Fuel:	1.75%	-0.01%	1.74%
Willcox Lateral Incremental Fuel: 2/	1.31%	-0.17%	1.14%
L&U: 3/	0.10%	-0.08%	0.02%

1/ The Fuel charges are applicable to the quantity received. The Fuel charge may be discounted by Transporter; provided, however, that the discounted fuel shall not be less than actual fuel incurred. See Section 13 of the GT&C for further information.

2/ New firm service in effect after the in service date of the Willcox Lateral Expansion facilities shall be assessed the Willcox Lateral Incremental Fuel percentage.

3/ Transporter shall assess L&U charges only once. As long as Transporter is the sole supplier of quantities to the Willcox Lateral, L&U charges will be assessed on a Shipper's mainline TSA. If, in the future, a third party physically interconnects with the Willcox Lateral, Transporter will assess a Commission-approved L&U charge on the quantities supplied by the third party.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FOOTNOTES

1/ Surcharge(s) shall be added as applicable.

ACA: Pursuant to Section 17 of the GT&C, the applicable ACA surcharge may be found on the Commission website at http://www.ferc.gov.

2/ The Willcox Lateral Line Facilities reservation and usage charges are applicable only to those TSAs which provide for the assessment of these charges.

3/ Due to the reticulated nature of Transporter's system, there is no distinction between forward hauls and backhauls for base rate purposes.

4/ Transporter has adopted the following NAESB Standard for capacity release transactions only. Converting a daily rate to a monthly rate is accomplished by multiplying the daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to Transporter's specified decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by the number of Months in the rate period, dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to Transporter's specified decimal place. (NAESB Standard 5.3.22)

5/ Shippers shall be billed using the monthly rate. The minimum monthly reservation rate is zero.

6/ Shipper shall pay only one penalty/charge when Shipper's actions result in hourly scheduling penalties, daily unauthorized overrun penalties, and/or Critical Condition charges. Shipper shall pay the highest of the hourly scheduling penalty pursuant to Section 14.1 of the GT&C, the daily unauthorized overrun penalty, or the Critical Condition charge pursuant to Section 11.1 of the GT&C ("higher-of-test"). When Shipper is also the DP Operator with an OPAS Agreement, Section 4.4 of Rate Schedule OPAS will also apply to the determination of any applicable penalties.

7/ In the event Shipper is subject to a daily authorized overrun charge or a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules and/or service options, such daily overrun charge or penalty shall be assessed by multiplying the daily overrun quantity by the weighted average 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

8/ The Tier 1 Service rates will be assessed only if the Article 11.2(a) rates listed in Section 37 of the GT&C are not applicable. Provisions for Tier 1 and Tier 2 Service are included in Rate Schedule FT-2.

9/ Daily authorized overrun rates shall be no more than the maximum daily 100% load factor rate and no less than the minimum daily usage rate, pursuant to the service for which the overrun applies.

10/ Charges/penalties in non-Critical and Critical Conditions may apply to the following rate schedules:

Charges/Penalties	Rate Schedule(s)
Hourly Scheduling Penalty	IT-1, FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH
Daily Unauthorized Overrun	FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH
MDO/MHO Violation Penalty	OPAS
SOC/COC Daily Imbalance	IT-1, FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH

11/ For purposes of assessing a penalty in a non-Critical Condition, "100% LF IT rate" shall mean the 100% load factor Rate Schedule FT-1 rate equivalent.

The rates for Shippers are as follows:

Production Area	$0.1023
Texas	$0.2643
New Mexico	$0.2776
Arizona	$0.3486
Nevada	$0.3600
California	$0.3715

Statement of Negotiated Rates

Section 5.1 BP Energy Company #619601-FT1EPNG
Section 5.2 ConocoPhillips Company #620980-FT1EPNG
Section 5.3 Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4 Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5 Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6 Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7 Reserved
Section 5.8 GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9 Texas Gas Service Company #620677-FH3EPNG
Section 5.10 Texas Gas Service Company #620670-FT1EPNG
Section 5.11 CFE International LLC #615955-FT1EPNG
Section 5.12 Pacific Gas & Electric Company (Core Gas Supply) #621240-FT1EPNG
Section 5.13 EOG Resources, Inc. #610720-FT1EPNG
Section 5.14 Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15 Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16 Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17 United Dairymen of Arizona #612441-FT1EPNG
Section 5.18 Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19 Texas Gas Service Company #620673-FH3EPNG
Section 5.20 Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21 Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22 Reserved
Section 5.23 CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24 Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25 Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26 Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27 Hartree Partners, LP #615844-FT1EPNG
Section 5.28 NRG Business Marketing LLC #615903-FT1EPNG
Section 5.29 Hartree Partners, LP #615843-FT1EPNG
Section 5.30 ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31 Calpine Energy Services #617113-FT1EPNG
Section 5.32 EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33 Reserved
Section 5.34 Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35 Dezato Gas Inc. #617476-FT1EPNG
Section 5.36 Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37 Chevron U.S.A. Inc. #620689-FT1EPNG
Section 5.38 Reserved
Section 5.39 Reserved
Section 5.40 Reserved
Section 5.41 Reserved

Section 5.42 Reserved
Section 5.43 Reserved
Section 5.44 Eco-Energy Natural Gas, LLC #612617-FT1EPNG
Section 5.45 Morgan Stanley Capital Group Inc. #612615-FT1EPNG
Section 5.46 ETC Marketing, Ltd. #617944-FT1EPNG
Section 5.47 Reserved
Section 5.48 Reserved
Section 5.49 Sempra Gas & Power Marketing, LLC #618975-FT1EPNG

Statement of Negotiated Rates

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
BP Energy Company #619601-FT1EPNG 4/	6/1/24 – 5/31/31	25,000	1a/	1/2/3/	48164 IRAMSEYN	314604 DPG&ETOP
			1a/		Primary and Alternate Receipt Point(s) 43886 RYAN GULCH 42235 LOVE RANCH 40237 GREASEWOOD X 41781 DARK CANYON	Primary and Alternate Delivery Point(s) 41781 DARK CANYON 42223 YELLOW JACKET 42235 LOVE RANCH 40379 HARE CANYON 36106 TW BLANCO 43886 RYAN GULCH
					All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dth per Month as the applicable total reservation rate (inclusive of any otherwise applicable additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
ConocoPhillips Company #620980-FT1EPNG 4/	1/1/25 – 10/31/42	217,000	1a/, 1b/, 1c/, 1d/, 1e/, 1f/, 1g/, 1h/, 1i/	1/2/3/	1j/	48164 IRAMSEYN 800908 IRAMSEYS 50506 IANGELES 53972 IORBISON 54856 IPEREGRI	301016 DSCALEHR
			1a/, 1b/, 1c/, 1d/, 1e/, 1f/, 1g/, 1h/	1/2/3/	1j/	Primary and Alternate Receipt Point(s) All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	Primary and Alternate Delivery Point(s) All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.4709 per Dekatherm per Month for the time period of January 1, 2025 through October 31, 2026, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.7750 per Dekatherm per Month for the time period of November 1, 2026 through October 31, 2027, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.0792 per Dekatherm per Month for the time period of November 1, 2027 through October 31, 2028, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.3833 per Dekatherm per Month for the time period of November 1, 2028 through October 31, 2029, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1e/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.6875 per Dekatherm per Month , for the time period of November 1, 2029 through October 31, 2030, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1f/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.9917 per Dekatherm per Month for the time period of November 1, 2030 through October 31, 2031, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1g/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.2958 per Dekatherm per Month for the time period of November 1, 2031 through October 31, 2032, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1h/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.6000 per Dekatherm per Month for the time period of November 1, 2032 through October 31, 2042, applicable to transactions between the Primary Receipt Points and Primary Delivery Points originally set forth in Exhibit A, or transactions between the points set forth in the second table in Exhibit B, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1i/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, Shipper shall pay a reservation rate for such redesignated points equal to the higher of: (i) the negotiated reservation rate applicable to the corresponding time period, as stated in the Notes in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).

1j/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s): $0.1500 per Dekatherm shall apply to Daily Authorized Overrun quantities up to a sum total of 100,000 Dekatherms per Day for gas delivered from any of the Receipt Points comprising 302344 STML SJN, 302346 STML PER, 302347 STML ANA to the Delivery Points of 301016 DSCALEHR, 332503 DSCALTOP, 332569 DMOJAVE, or 314604 DPG&ETOP. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate	Usage Rate	Primary Point(s) of Receipt	Primary Point(s) of Delivery
Mexicana de Cobre, S.A. de C.V.	11/11/16 – 12/31/33	9,000	1a	2/	Blanco	IWILCOXD
					Blanco	DPG&ETOP
					Waha	IWILCOXD
					Blanco	INN30PLA
					Alternate Point(s) of Receipt	**Alternate Point(s) of Delivery**
			1a		STML SJN	
					STML ANA	IWILCOXD
					STML PER	INN30PLA
					STML SJN	
			1b		STML ANA	DPG&ETOP
					STML PER	

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate: $12.0146 per Dekatherm per month which shall not be subject to the maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff.

1b - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rates: (i) the rate specified by Footnote (1a) for quantities transported from any Alternate Receipt Point to the Primary Delivery Point of DPG&ETOP up to the daily quantity specified by the Maximum Quantity for the applicable month in Exhibit A; and (ii) the rate specified by Footnote (1) for any quantities in excess of such daily quantities.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Salt Creek Midstream, LLC #FT3JN000-FT1EPNG 4/	4/1/23 – 3/31/26	100,000	1a/	1/ 2/ 3/	50498 ISALTCRK	53931 GCX/EPNG WAHA BI-DI ROLLUP REEVES

Alternate Receipt Point(s)	Alternate Delivery Point(s)
302346 STML PER	All Delivery Points available in the Permian Basin

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rates Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.4333 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Citadel Energy Marketing LLC #619629-FT1EPNG 4/	4/1/24 – 3/31/31	100,000 72,926 100,000	Apr - Dec Jan Feb - Mar	1a/	1/ 2/ 3/	43886 RYAN GULCH 43886 RYAN GULCH	301016 DSCALEHR 314604 DPG&ETOP

		Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
1a/	1/ 2/ 3/	36101 GREASEWOOD 40237 GREASEWOOD X 36105 EL PASO BLANCO 42235 LOVE RANCH 43886 RYAN GULCH	36105 EL PASO BLANCO 36106 TW BLANCO 41781 DARK CANYON 42235 LOVE RANCH 42223 YELLOW JACKET 43886 RYAN GULCH
		All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dth per Month as the applicable total reservation rate (inclusive of any otherwise applicable additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Tenaska Marketing Ventures #618375-FT1EPNG 4/	7/1/24 –8/31/24	6,639	July - Aug 2024	1a/	1/ 2/ 3/	302248 PLAINS	301797 IRIOPUER
		10,000	July - Aug 2024			300109 INN26PLA	301797 IRIOPUER
	9/1/24 –9/30/24	3,408	Sept 2024	1a/	1/ 2/ 3/	302248 PLAINS	301797 IRIOPUER
		10,000	Sept 2024			300109 INN26PLA	301797 IRIOPUER
	10/1/24 – 3/31/30	10,177	Oct 2024 – 2029	1a/	1/ 2/ 3/	302248 PLAINS	301797 IRIOPUER
		6,945	Nov 2024 – 2029				
		3,715	Dec 2024 – 2029				
		3,715	Jan 2025 – 2030				
		3,715	Feb 2025 – 2030				
		6,945	Mar 2025 – 2030				
		10,177	Apr 2025 – 2029				
		13,408	May 2025 – 2029				
		16,639	June – Aug 2025 - 2029				
		13,408	Sept 2025 – 2029				

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rates Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $8.2034 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Statement of Negotiated Rates

Shipper: GIGO Transport, Inc.
Agreement No.: 612658-FT1EPNG
Rate Schedule: FT-1

Term of Agreement: 5/1/19 through 10/31/31
TCD (Dth/d): 21,500 for April through October
29,500 for November through March

Effective Dates	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
5/1/19 – 10/31/19 and April 1 – October 31 for 2020 - 2031	1a/	1/	1b/	IRAMSEYN (48164) KEYSTONE (302132)	ISAMELP (314910)
For each winter period (November – March) beginning 11/1/19 – 3/31/31	1a/	1/	1c/	BLANCO (300714) KEYSTONE (302132) WAHA (302404)	ISAMELP (314910) INN30PLA (314430)

				Alternate Receipt Point(s)	Alternate Delivery Point(s)
5/1/19 – 10/31/19 and April 1 – October 31 for 2020 - 2031	1a/	1/	1b/	STML ANA (302344) STML PER (302346) STML SJN (302347)	ISAMELP (314910) INN30PLA (314430) IFRANKLN (303836)
For each winter period (November – March) beginning 11/1/19 – 3/31/31	1a/	1/	1c/	STML ANA (302344) STML PER (302346) STML SJN (302347)	ISAMELP (314910) INN30PLA (314430) IFRANKLN (303836)

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $7.6042 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff, which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.2500 per Dth which shall apply to Authorized Overrun quantities of up to a total for this Agreement of 9,500 Dth per day.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.2500 per Dth which shall apply to Authorized Overrun quantities of up to a total for this Agreement of 12,000 Dth per day.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FTH-3 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Texas Gas Service Company, A Division of ONE Gas, Inc. #620677-FH3EPNG 4/	8/1/24 – 10/31/44	205,182	January	1a/	1/ 2/ 3/	300714 BLANCO 302404 WAHA 302132 KEYSTONE	301065 DSUG PAN 301057 DSUG ELP 301060 DSUG EPE 330796 DWGI EP1 320491 DWGI AT2 320604 DSUG SKY
		205,351	February				
		185,409	March				
		94,927	April				
		51,233	May				
		39,747	June				
		40,422	July				
		39,867	August				
		40,533	September				
		88,146	October				
		184,510	November				
		206,158	December				
						Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
				1a/	1/ 2/ 3/	302347 STML SJN 302346 STML PER 300704 ANADARKO	301056 DSUG CRN 301062 DSUG KWX 301057 DSUG ELP 301060 DSUG EPE 301065 DSUG PAN 320604 DSUG SKY 320491 DWGI AT2 330796 DWGI EP1 310270 EPLAT

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rates Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the negotiated rate(s) of $10.7158 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Texas Gas Service Company, A Division of ONE Gas, Inc. #620670-FT1EPNG 4/	8/1/24 – 10/31/44	53,767 55,367 7,808 3,927 1,084 1,461 3,927 7,808 52,641	January February March April June – August September October November December	1a/	1/ 2/ 3/	302132 KEYSTONE 302404 WAHA	301056 DSUG CRN 301057 DSUG ELP 301062 DSUG KWX
						Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
				1a/	1/ 2/ 3/	302347 STML SJN 302346 STML PER 300704 ANADARKO	301056 DSUG CRN 301062 DSUG KWX 301057 DSUG ELP 301060 DSUG EPE 301065 DSUG PAN 320604 DSUG SKY 320491 DWGI AT2 330796 DWGI EP1 310270 EPLAT

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rates Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the negotiated rate(s) of $7.2848 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
CFE International LLC #615955-FT1EPNG	4/1/25 – 3/31/35	95,000	1a/	1/	WAHA (302404)	IWILCOXD (302080)

		Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
1a/	1/	STML ANA (302344) STML PER (302346) STML SJN (302347)	All Delivery Points in the Arizona, New Mexico, and Texas delivery zones except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding delivery zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Pacific Gas & Electric Co. (Core Gas Supply) #621240-FT1EPNG 4/	4/1/25 – 3/31/35	106,000 November - March (Winter only)	1a/, 1b/, 1c/, 1d/	1/, 2/, 3/	300714 BLANCO	314604 DPG&ETOP
			1a/, 1b/, 1c/	1/, 2/, 3/	Primary and Alternate Receipt Point(s) All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	Primary and Alternate Delivery Point(s) All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $9.5661 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and shall be applicable during the time period of April 1, 2025 through March 31, 2029 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.5796 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and shall be applicable during the time period of April 1, 2029 through March 31, 2032 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and shall be applicable during the time period of April 1, 2032 through March 31, 2035 for (i) the Primary Receipt Point and the Primary Delivery Point originally specified in Exhibit A, and (ii) alternate transactions between the points set forth in the second table in this Exhibit B.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate applicable to the corresponding time period, as stated in the notes in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
EOG Resources, Inc. #610720-FT1EPNG						
	5/1/25 – 7/31/25	10,000	1a/	1/	54859 ITIGERRE	314604 DPG&ETOP
		10,000			54859 ITIGERRE	332503 DSCALTOP
	8/1/25 – 9/30/30	10,000	1a/	1/	48279 IROCKDOV	314604 DPG&ETOP
		10,000			48279 IROCKDOV	332503 DSCALTOP
	5/1/25 – 9/30/30		1a/	1/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
					302344 STML ANA	332503 DSCALTOP
					302346 STML PER	314604 DPG&ETOP
					302347 STML SJN	301016 DSCALEHR
						332531 SOCWR
						332554 KRAMER

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Marathon Petroleum Company LP #610724-FT1EPNG	12/5/2020 – 12/4/2025	20,000	1a/	1/	KEYSTONE (302132)	DPG&ETOP (314604)
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					STML ANA (302344)	DSCALTOP (332503)
					STML PER (302346)	DPG&ETOP (314604)
					STML SJN (302347)	DSCALEHR (301016)
						SOCWR (332531)
						KRAMER (332554)

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/Day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Luminant Energy Company LLC	2/1/19 – 3/31/26	100,000	1a/	1/	1b/	IRAMSEYN (48164) KEYSTONE (302132)	IODESAEC (320615)
			1a/	1/	1b/	Alternate Receipt Point(s) STML PER (302346)	Alternate Delivery Point(s) IODESAEC (320615)

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $ 3.3829 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of $0.09 per Dth per day which shall apply to the first 30,000 Dth of Daily Authorized Overrun. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #615003-FT1EPNG 4/	6/1/25 – 6/30/25	25,000		1a/	1/	KEYSTONE (302132)	DSCALEHR (301016)
	7/1/25 – 4/30/59	25,000	March - November	1a/	1/	IZORRO (49027)	DSCALEHR (301016)
		14,100	December				
		14,600	January				
		14,400	February				

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $ 11.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/Day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
United Dairymen of Arizona	4/1/19 – 3/31/34	2,500	1a/	1/	BLANCO (300714)	DSWG PHX (301122)

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.3590 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #615905-FT1EPNG 4/	5/1/2025 – 5/31/2025	4,411		1a/	1/	WAHA (302404)	DSCALEHR (301016)
	6/1/2025 – 5/31/2045	4,411 405 4,411 4,411	Jan-June Aug Sept-Oct Dec	1a/	1/	IRAMSEYS (800908)	DSCALEHR (301016)
	6/1/2025 – 5/31/2045	4,411 4,006 4,411	July Aug Nov	1a/	1/	IRAMSEYN (48164)	DSCALEHR (301016)

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $ 11.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FTH-3 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Texas Gas Service Company, A Division of ONE Gas, Inc. #620673-FH3EPNG 4/	8/1/24 – 5/16/25	5,924	January	1a/	1/ 2/ 3/	310270 EPLAT	301057 DSUG ELP
		5,700	February				
		1,616	March				
		24,000	April – May				
		24,000	August – October				
		1,800	November				
		6,122	December				
	5/17/25 – 10/31/44	5,924	January	1b/	1/ 2/ 3/	310270 EPLAT	301057 DSUG ELP
		5,700	February				
		1,616	March				
		24,000	April – October				
		1,800	November				
		6,122	December				

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rates Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $10.9521 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of $3.7656 per Dekatherm per Month, which shall be payable regardless of quantities transported. The rate(s) under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #615006-FT1EPNG 4/	5/1/25 – 5/31/25	9,533		1a/	1/	WAHA (302404)	DSCALEHR (301016)
		61,520		1a/	1/	IRAMSEYN (48164)	DSCALEHR (301016)
	6/1/25 – 4/30/59	59,491	April	1a/	1/	IRAMSEYN (48164)	DSCALEHR (301016)
		61,520	May				
		59,270	June				
		46,181	July				
		55,264	August				
		61,520	September				
		63,770	October				
		45,589	November				
		3,544	March				
	6/1/25 – 4/30/59	14,749	April	1a/	1/	IRAMSEYS (800908)	DSCALEHR (301016)
		9,533	May				
		188	June				
		8,048	September				
		14,282	October				
		45,589	December – February				
		42,045	March				

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $ 11.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate set forth in Transporter's Tariff which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/Day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Ameredev Operating, LLC	7/1/21 – 10/31/26	3,000	1a/	1/	1/	KEYSTONE (302132)	DJAVELIN (54866)
			1a/	1/	1/	Alternate Receipt Point(s) IPEREGRI (54856)	Alternate Delivery Point(s) DJAVELIN (54866)

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.4333 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Statement of Negotiated Rates
(Rates per Dth/Day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
CIMA ENERGY, LP #616379-FT1EPNG 3/4/	11/1/23 – 10/31/28	10,000	1a/	1/	1/	300714 BLANCO	314604 DPG&ETOP

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.0077 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #615797-FT1EPNG	1/1/2025 – 12/31/2034	30,000	1a/	1/	1/	302132 KEYSTONE	314604 DPG&ETOP
			1a/	1/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
						302344 STML ANA	301016 DSCALEHR
						302346 STML PER	301693 INORBAJA
						302347 STML SJN	314604 DPG&ETOP
						43886 RYAN GULCH	332503 DSCALTOP
						42235 LOVE RANCH	314991 ICPSOUTH
						36100 GREASEWOOD	332554 KRAMER
						40237 GREASEWOOD X	332531 SOCWR
						41781 DARK CANYON	320614 IGRIFFTH
						332569 DAGMOJ	301881 ITCOLBLA
							300716 BLANTRAN
							300726 BONDTRAN
							41781 DK CANYON
							42223 YELLOW JKT
							42235 LOVE RANCH
							40379 HARE CANYON
							36106 TW BLANCO
							332569 DAGMOJ
							300705 ANADTRAN
							305421 INNDUMAS
							314430 INN30PLA

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $17.0334 per Dth per Month which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Red Willow Production Company #FT3HM000-FT1EPNG	1/1/24 – 12/31/25	45,000	1a/	1/	1c/	343231 IWSTCOAL	300789 DBLANCO

			Alternate Receipt Point(s)	Alternate Delivery Point(s)
1a/	1/	1c/	343231 IWSTCOAL	300789 DBLANCO
			300724 BONDADST	300714 BLANCO
			314347 INWPLBLA	314347 INWPLBLA
			314808 ITWWINRK	314808 ITWWINRK

		Alternate Receipt Point(s)	Alternate Delivery Point(s)
1b/	1/	Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above.	

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $1.2167 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the absolute value of the remainder of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI Bondad Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental $0.1000 per Dekatherm per Day.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.0400 per Dth per day which shall apply to the Authorized Overrun quantities up to 15,000 Dth per day.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Shell Energy North America (US), L.P. #615861-FT1EPNG	6/1/2025 – 8/31/2025	7,300		1a/	1/	301621 ILONEWA	314604 DPG&ETOP
	9/1/2025 – 12/31/2026	7,300		1a/	1/	301620 ILONESTR	314604 DPG&ETOP
	6/1/2025 – 12/31/2026	9,942	January	1a/	1/	302132 KEYSTONE	314604 DPG&ETOP
		10,130	February				
		9,678	March				
		9,588	April				
		9,101	May				
		8,819	June				
		8,976	July				
		8,921	August				
		9,239	September				
		9,515	October				
		10,811	November				
		9,984	December				
	6/1/2025 – 12/31/2026	869	January	1a/	1/	302248 PLAINS	314604 DPG&ETOP
		681	February				
		1,133	March				
		1,223	April				
		1,710	May				
		1,992	June				
		1,835	July				
		1,890	August				
		1,572	September				
		1,296	October				
			November				
		827	December				

1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
		302344 STML ANA	301016 DSCALEHR
		302346 STML PER	301693 INORBAJA
		302347 STML SJN	314604 DPG&ETOP
		43886 IRYGULCH	332503 DSCALTOP
		42235 IRXLVRCH	314991 ICPSOUTH
		36100 IGRSWDQP	332554 KRAMER
		40237 IEXMBGRS	332531 SOCWR
		41781 IDRKCNGR	320614 IGRIFFTH
		332569 DAGMOJ	301881 ITCOLBLA
			300716 BLANTRAN
			300726 BONDTRAN
			41781 IDRKCNGR
			42223 DYELJKPS
			42235 IRXLVRCH
			40379 DAHRCNYN
			36106 ITWBLANCO
			332569 DAGMOJ

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $10.7676 per Dekatherm per Month which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #615844-FT1EPNG 4/	11/1/24 – 10/31/32	31,349	Jan	1a/	1/2/3/		48164 IRAMSEYN	314604 DPG&ETOP
		31,690	Feb					
		30,869	Mar					
		30,705	Apr					
		29,820	May					
		29,308	June					
		29,593	July					
		29,492	Aug					
		30,071	Sept					
		30,573	Oct					
		32,929	Nov					
		31,426	Dec					
	11/1/24 – 10/31/32	8,651	Jan	1a/	1/2/3/		302248 PLAINS	314604 DPG&ETOP
		8,310	Feb					
		9,131	Mar					
		9,295	Apr					
		10,180	May					
		10,692	June					
		10,407	July					
		10,508	Aug					
		9,929	Sept					
		9,427	Oct					
		7,071	Nov					
		8,574	Dec					

							Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
	11/1/24 – 10/31/32			1a/	1/2/3/		All EPNG Receipt Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time	All EPNG Delivery Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
NRG Business Marketing LLC #615903-FT1EPNG	2/1/25 – 12/31/34	11,756	January	1a/	1/	302132 KEYSTONE	314604 DPG&ETOP
		11,884	February				
		11,576	March				
		11,514	April				
		11,182	May				
		10,991	June				
		11,097	July				
		11,060	August				
		11,277	September				
		11,465	October				
		12,348	November				
		11,785	December				
	2/1/25 – 12/31/34	3,244	January	1a/	1/	302248 PLAINS	314604 DPG&ETOP
		3,116	February				
		3,424	March				
		3,486	April				
		3,818	May				
		4,009	June				
		3,903	July				
		3,940	August				
		3,723	September				
		3,535	October				
		2,652	November				
		3,215	December				

						Alternate Receipt Point(s)	Alternate Delivery Point(s)
				1a/	1/		
						43886 IRYGULCH	41781 IDRKCNGR
						42235 IRXLVRCH	42223 DYELJKPS
						36100 IGRSWDQP	42235 IRXLVRCH
						40237 IEXMBGRS	40379 DAHRCNYN
						41781 IDRKCNGR	36106 ITWBLANCO

Alternate Receipt Point(s)	Alternate Delivery Point(s)
All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $17.1854 per Dth per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #615843-FT1EPNG	7/1/25 – 7/31/25	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	8/1/25 – 10/31/32	50,000	1a/	1/	1/	314520 ILEARWAS	314604 DPG&ETOP
	7/1/25 – 10/31/32		1a/	1/	1/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						All EPNG Receipt Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time.	All EPNG Delivery Points as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff, as that provision may change from time to time.
						43886 RYAN GULCH	41781 DARK CANYON
						42235 LOVE RANCH	42223 YELLOW JKT
						36100 GREASEWOOD	42235 LOVE RANCH
						40237 GREASEWOOD X	40370 HARE CANYON
						41781 DARK CANYON	36106 TW BLANCO

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	.... Primary Receipt Point(s)	Primary Delivery Point(s)
ETC MARKETING, LTD. #617007-FT1EPNG	1/1/22 – 12/31/26	19,200	1a/	1/	377033 ISIDRICH	302136 KEYTRAN

		Alternate Receipt Point(s)	Alternate Delivery Point(s)
1a/	1/	800911 IREDBLUF 334856 IGDNIGHT 301814 IJALCPLX	302136 KEYTRAN
1/		Any Receipt and Delivery Point combinations in which both points are Permian Basin locations, except for the combination of the Primary Receipt Point and Primary Delivery Point as specified in Exhibit A and the Receipt Point and Delivery Point combinations specified above in this Exhibit B.	
1b/	1/	800911 IREDBLUF 334856 IGDNIGHT 301814 IJALCPLX	314604 DPG&ETOP
1c/	1/	Any Receipt and Delivery Point combinations not listed either in Exhibit A or above in this Exhibit B.	

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $1.9771 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI Southern Border PG&E Index minus the daily NGI El Paso - Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental $0.1000 per Dekatherm per Day.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI El Paso - Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental $0.1000 per Dekatherm per Day.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)		Reservation Rate 1/	Usage Rate 2/3/	Primary Receipt Point(s)	Primary Delivery Point(s)
Calpine Energy Services #617113-FT1EPNG 4/	2/1/25 – 3/31/35	40,000 40,000 40,000 40,000 36,267	February 2025 - 2035 March 2025 - 2035 November 2025 - 2034 December 2025 - 2034 January 2026 - 2035	1a/	1/	300714 BLANCO	314604 DPG&ETOP
	2/1/25 – 3/31/35			1a/	1/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						43886 IRYGULCH 42235 LOVE RANCH 40237 GREASEWOOD 41781 DARK CANYON	41781 DARKCANYON 42223 YELLOW JKT 42235 LOVE RANCH 40379 HARE CANYON 36106 TW BLANCO 43886 IRYGULCH
						All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.6875 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:

The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
EDF Trading North America, LLC #612616-FT1EPNG 4/	4/1/24 – 3/31/34	28,000	1a/	1/2/3/	302248 PLAINS	314604 DPG&ETOP
			1a/	1/2/3/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
					All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $17.1854 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Targa Gas Marketing LLC	4/1/22 – 5/31/22	20,000	1a/	1/	47817 IEDWRDPL	302136 KEYTRAN
#617369-FT1EPNG	6/1/22 – 3/31/26	50,000				

		Alternate Receipt Point(s)	Alternate Delivery Point(s)
1/	1/	Any Receipt and Delivery Point combinations in which the Receipt Point and Delivery Point are both Permian Basin locations, except for the combination of the Primary Receipt Point and Primary Delivery Point as specified in Exhibit A.	
1b/	1/	Any Receipt and Delivery Point combinations in which the Receipt Point, the Delivery Point, or both are not Permian Basin locations.	

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.1292 per Dth per Month which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI El Paso - Permian Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental $0.1000 per Dekatherm per Day.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Dezato Gas Inc. #617476-FT1EPNG 4/	5/1/2022 – 10/31/2034	600	1a/	1/	302132 KEYSTONE	301693 INORBAJA
					Alternate Receipt Point(s)	Alternate Delivery Point(s)
			1a/	1/	302347 STML SJN 302344 STML ANA 302346 STML PER	All EPNG Delivery Points except those requiring incremental rates, e.g., Willcox Lateral Delivery Points

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.3833 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #617531-FT1EPNG	5/1/2022 – 10/31/2022 11/1/2022– 10/31/2025	20,000 9,788	1a/	1/	43886 RYAN GULCH	314604 DPG&ETOP

		Alternate Receipt Point(s)	Alternate Delivery Point(s)
1a/	1/	302344 STML ANA	300716 BLANTRAN
		302346 STML PER	300726 BONDTRAN
		302347 STML SJN	300729 BONSTRAN
		43886 RYAN GULCH	302136 KEYTRAN
		42235 LOVE RANCH	302407 WAHATRAN
		301016 DSCALEHR	301595 IKEYSTOR
		40237 GREASEWOOD	301016 DSCALEHR
		332569 DAGMOJ	301693 INORBAJA
		301693 INORBAJA	314350 INGPLMOR
			314604 DPG&ETOP
			332503 DSCALTOP
			332554 KRAMER
			332531 SOCWR
			314347 INWPLBLA
			301881 ITCOLBLA
			41781 DARK CANYON
			42223YELLOW JACKET
			42235 LOVE RANCH
			40379 HARE CANYON
			36106 TW BLANCO
			332569 DAGMOJ
			314513 ICANUTE
			334834 IREDBULL
			305421 INNDUMAS

1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
			301360 IBIGBLUE
			54316 WAHA DELIVERY
			53626 STERLING
			53595 BENEDUM
			53931 WAHA BI-DI
			301560 IGRAMARI
			49748 DPECSTRL
			314430 INN30PLA
			314442 INNWAHA
			300705 ANADTRAN
			50540 IAGUABLA
			43886 RYAN GULCH
			302075 IWESTARW
			301717 IIGNACIO

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $8.5167 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Chevron U.S.A. Inc.	7/1/2024 – 6/30/2025	50,000	1a/	1/	800907 ICELERO	54316 DPHPWAHA
#620689-FT1EPNG 4/		15,898	1a/	1/	800907 ICELERO	302407 WAHATRAN
					Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
			1a/	1/	Any Receipt and Delivery Point combinations in which the Receipt Point and Delivery Point are both Permian Basin locations, except for the combination of the Primary Receipt Point and Primary Delivery Points for which the rate is specified above in this Exhibit B.	
			1b/	1/	All Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	314604 DPG&ETOP
			1c/	1/	Any Receipt and Delivery Point combinations not listed either in Exhibit A or above in this Exhibit B.	

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.4333 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI SoCal Border – DPG&ETOP Index and the daily NGI El Paso – Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily reservation rate plus an incremental $0.1000 per Dekatherm per Day.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI SoCal Border - Ehrenberg Index and the daily NGI El Paso – Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily reservation rate plus an incremental $0.1000 per Dekatherm per Day.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	07/01/25 – 9/30/25	15,000	1a/	1/	300109 INN26PLA	314604 DPG&ETOP
	10/01/25 – 10/31/25	15,000	1a/	1/	302248 PLAINS	314604 DPG&ETOP

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.0077 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Morgan Stanley Capital Group Inc. #612615-FT1EPNG	11/1/22 – 10/31/25	5,000	1a/	1/	302248 PLAINS	314604 DPG&ETOP

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.0077 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
ETC MARKETING, LTD. #617944-FT1EPNG	11/1/22 – 10/31/25	9,700	1a/	1/	377033 ISIDRICH	302136 KEYTRAN

		Alternate Receipt Point(s)	Alternate Delivery Point(s)
1a/	1/	800911 IREDBLUF	302136 KEYTRAN
		334856 IGDNIGHT	301560 IGRAMARI
		301814 IJALCPLX	
		301560 IGRAMARI	
		377033 ISIDRICH	

1/ Any Receipt and Delivery Point combinations in which both points are Permian Basin locations, except for the combination of the Primary Receipt Point and Primary Delivery Point as specified in Exhibit A and the Receipt Point and Delivery Point combinations specified above in this Exhibit B.

		Alternate Receipt Point(s)	Alternate Delivery Point(s)
1b/	1/	800911 IREDBLUF	314604 DPG&ETOP
		334856 IGDNIGHT	
		301814 IJALCPLX	
		377033 ISIDRICH	
		301560 IGRAMARI	

1c/ 1/ Any Receipt and Delivery Point combinations not listed either in Exhibit A or above in this Exhibit B.

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.4333 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI Southern Border PG&E Index and the daily NGI El Paso - Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental $0.1000 per Dekatherm per Day.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference between the daily NGI SoCal Border - Ehrenberg Index and the daily NGI El Paso - Waha Pool Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental $0.1000 per Dekatherm per Day.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Reserved

Statement of Negotiated Rates
(Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service		TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #618975-FT1EPNG 4/	7/1/2025 – 7/31/2025		20,571	1a/	1/2/3/	302248 PLAINS	332503 DSCALTOP
			29,429	1a/	1/2/3/	302248 PLAINS	301016 DSCALEHR
	8/1/2025 – 12/31/2038	January	50,000	1a/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
		February	50,000				
		June	24,053				
		July	20,571				
		August	34,317				
		September	18,855				
		October	3,870				
		November	3,321				
		December	50,000				
	1/1/2039 – 12/31/2048	January	50,000	1/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
		February	50,000				
		June	24,053				
		July	20,571				
		August	34,317				
		September	18,855				
		October	3,870				
		November	3,321				
		December	50,000				
	8/1/2025 – 12/31/2038	March	50,000	1a/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR
		April	50,000				
		May	50,000				
		June	25,947				
		July	29,429				
		August	15,683				
		September	31,145				
		October	46,130				
		November	46,679				
	1/1/2039 – 12/31/2048	March	50,000	1/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR
		April	50,000				
		May	50,000				
		June	25,947				
		July	29,429				

August	15,683
September	31,145
October	46,130
November	46,679

				Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
7/1/2025 – 12/31/2038		1a/	1/2/3/	All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

4/ This contract does not deviate in any material aspect from the form of service agreement.

RATE SCHEDULES

Section 1	FT-1	Firm Transportation Service
Section 2	FT-2	Firm Transportation Service
Section 3	FT-H	Hourly Firm Transportation Service
Section 4	FTH-V	Small Shipper Firm Hourly Transportation-Virtual Area
Section 5	FDBS	Firm Daily Balancing Service
Section 6	NNTD	No-Notice Transportation Service - Daily
Section 7	NNTH	No-Notice Transportation Service - Hourly
Section 8	IT-1	Interruptible Transportation Service
Section 9	IHSW	Interruptible Hourly Swing Service
Section 10	ISS	Interruptible Storage Service
Section 11	PAL	Interruptible Parking and Lending Service
Section 12	OPAS	Operator Point Aggregation Service

RATE SCHEDULE FT-1
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has available capacity to render the firm transportation service; and

1.2 Shipper and Transporter have executed a TSA, in the form contained in this Volume No. 1A Tariff, for such firm transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed TSA.

2.2 Transportation service hereunder shall be firm, subject to the provisions of the Executed TSA and to the GT&C incorporated herein by reference.

2.3 Transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Point(s) specified in the Executed TSA, the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that gas, after appropriate reductions for Fuel and L&U as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Point(s) specified in the Executed TSA. Shipper may nominate other Receipt and/or Delivery Points on a non-primary basis.

2.4 Shipper must meet the creditworthiness requirements of Section 4.16 of the GT&C.

2.5 Rates of Flow.

(a) Except as otherwise provided in this Tariff, gas quantities received by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Receipt Points. Except as otherwise provided in this Tariff, gas quantities delivered by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Delivery Points.

(b) Except as otherwise provided in this Tariff, Shipper must balance its daily receipts and daily deliveries at the end of each Gas Day.

2.6 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) the hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

2.7 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C in accordance with this rate schedule.

2.8 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

2.9 Service options pursuant to this Rate Schedule may be purchased as follows:

(a) Winter contract ("FT1-W"); firm transportation service is available for the five consecutive Months during the November through March winter period. FT1-W contracts may be for a term of multiple Years.

(b) Summer contract ("FT1-S"); firm transportation service is available for the seven consecutive Months during the April through October summer period. FT1-S contracts may be for a term of multiple Years.

(c) Shippers may contract for firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("FT1-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.9(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.10 When Shipper and Transporter mutually agree to amend a Rate Schedule FT-1 TSA to reduce a portion of the existing FT-1 TSA to use for a new Rate Schedule FT-H, NNTD, or NNTD TSA, Shipper shall retain any contract pressure commitment for the remaining portion of the Rate Schedule FT-1 TSA unless Shipper and Transporter agree otherwise as part of the contract amendment process.

3. RATE

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such discounted rates shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

3.2 Transportation Charges: Shipper shall pay the sum of the following, if applicable:

(a) Mainline Reservation Charges: The Reservation Charges applicable to a TSA subject to this Rate Schedule shall be determined by multiplying Shipper's TCD by the reservation rate specified in the TSA stated on a monthly basis. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the TSA.

(b) Willcox Lateral Facilities Reservation Charge: This charge is applicable to those TSAs which provide service using the Willcox Lateral. The charge consists of the maximum reservation rate, unless otherwise provided, set forth from time to time on the currently effective Statement of Rates multiplied by Shipper's TCD. Since this charge pertains only to the Willcox Lateral, upstream rights or alternate point rights as described in this Tariff shall apply only to Receipt and Delivery Points on the Willcox Lateral.

(c) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

3.3 Usage Charges

(a) Base Usage Charges: Except as otherwise provided below, in addition to the applicable Reservation Charges, Shipper shall pay an amount determined by multiplying the quantity of Natural Gas delivered in dth, as applicable, by the sum of the following:

(i) Mainline Transportation Usage Charges: The maximum rate(s) per dth, unless otherwise provided, applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, Nevada or California) in which deliveries are made as set forth on the currently effective Statement of Rates. The usage charge payable under this Rate Schedule shall include all applicable usage surcharges, unless otherwise provided in the TSA.

(ii) Willcox Lateral Facilities Usage Charge: The charge per dth as set forth from time to time on the currently effective Statement of Rates if the transportation service rendered by Transporter involves the use of the Willcox Lateral.

3.4 Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

3.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to Rate Schedule FT-1 Shippers when it is unable to schedule such Shippers' nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

5. CHARGES

5.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

5.2 Overrun Transportation

(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.

5.2 Overrun Transportation (continued)

(a) (continued)

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 5.2(b)(i) or Section 5.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) selected by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the TSA pursuant to Section 2.5 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.

5.2 Overrun Transportation (continued)

(b) (continued)

(ii) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 5.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 5.2(b) of this rate schedule, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(c) Daily Unauthorized Overrun Transportation.

(i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall be assessed for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.

5.2 Overrun Transportation
(c) (continued)

(ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), for purposes of determining a Shipper's daily unauthorized overrun penalties, allocated gas quantities and, separately, contract entitlements will be aggregated. Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities.

A. In the event Shipper is subject to a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules, such daily unauthorized overrun penalty shall be assessed by multiplying the daily unauthorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 5.2(c)(iv) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates, except as provided in Section 5.2(c)(ii) of this rate schedule.

(iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

(v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

5.2 Overrun Transportation
(c) (continued)

(vi) Pursuant to Section 5.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

6. FUEL and L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's Executed TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C. The Fuel charge may be discounted by Transporter; provided, however, that the discounted charge shall not be less than actual fuel incurred for the transactions being discounted. The L&U charge may not be discounted.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, the Critical Condition procedures of Section 11.1, and the reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.

8. CONVERSION OF FULL REQUIREMENTS TO CONTRACT DEMAND

8.1 Capacity of shippers that converted from full requirements to contract demand service effective September 1, 2003. The maximum capacity rights of converted Full Requirements Shippers were defined in the FERC approved Allocation Report in Docket No. RP00-336-010. Such defined capacity originated from various sources, namely, existing Full Requirements capacity, Line 2000 conversion capacity, Line 2000 Power-up capacity, Block 1, Block 2 and Block 3 unsubscribed system capacity, and, in some cases, turned-back capacity. The converted Full Requirements Shippers have the option of entering into either four or six contracts, or a different number of contracts if mutually agreeable, for such capacity.

RATE SCHEDULE FT-2
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to those existing east-of-California customers listed in Section 4 receiving exclusive firm service of no more than 10,000 dth per Day (as further defined in this Rate Schedule) who have elected, as of September 1, 2003, transportation service under this Rate Schedule in lieu of transportation service under Rate Schedule FT-1.

Shipper and Transporter have executed a TSA, in the form contained in this Volume No. 1A Tariff, for such firm transportation service.

If Shipper requires transportation service greater than 10,000 dth per Day, Shipper must convert its entire Rate Schedule FT-2 TSA to firm service under Rate Schedule FT-1 or other firm Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed TSA.

2.2 Transportation service hereunder shall be firm, subject to the provisions of the Executed TSA and to the GT&C incorporated herein by reference.

2.3 Transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Point(s) specified in the Executed TSA, the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that gas, after appropriate reductions as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Point(s) specified in the Executed TSA.

2.4 Shippers under this Rate Schedule have been allocated certain capacity with San Juan Basin receipt rights pursuant to the capacity allocation proceeding in Docket No. RP00-336-000, et al. Such allocated capacity shall be called Tier 1 capacity, as identified in Section 4 of this rate schedule.

(a) An FT-2 Shipper may utilize service above its Tier 1 rights and request service on an alternate basis from San Juan Basin Receipt Points, provided that such capacity is available. In the event that such San Juan Basin capacity is not available, the FT-2 Shipper wishing to utilize primary service above its Tier 1 rights may nominate service on a primary basis from the Waha Area or NGPL Lea County Receipt Points.

2.4 (continued)

(b) FT-2 San Juan Capacity Pool. The FT-2 San Juan Capacity Pool ("Capacity Pool") represents the total San Juan Basin capacity allocated to the FT-2 Shippers in Docket No. RP00-336-000, et al.

(i) Any FT-2 Shipper wishing to utilize San Juan Basin capacity above its Tier 1 rights may request such service as a part of the regular nomination process. If the Capacity Pool is being fully utilized, such capacity request will be scheduled on a Second Alternate basis with other firm Shippers. To the extent the Capacity Pool is not being fully used by FT-2 Shippers on that Day and sufficient capacity is available to serve all such requests, the capacity request above such Shipper's Tier 1 rights will be scheduled on an FT-2 alternate basis. If only a portion of the total requests may be served from the Capacity Pool on that Gas Day, then the requests will be allocated on a pro rata basis using the quantity nominated and confirmed on that Day until the Capacity Pool is fully utilized.

(c) Any other Receipt Points, including those from the San Juan Basin if capacity is available, may be scheduled on a Second Alternate basis along with other firm Shippers.

2.5 Rates of Flow. Shipper may take gas in hourly rates of up to 150% of 1/24th of daily scheduled quantities for any six hours of the Gas Day. Shipper may not exceed an hourly average of 120% of 1/24th of daily scheduled quantities for any consecutive 12 hours of the Gas Day. Except as otherwise provided in this Tariff, Shipper must balance its daily receipts and daily deliveries at the end of each Gas Day.

2.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

2.7 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

3. RATE

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively adjust any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Rate Schedule FT-2 Statement of Rates.

3.2 Transportation Charges: Shipper shall pay a one-part volumetric rate applicable to the service provided as set forth below, multiplied by the quantity of Natural Gas delivered in dth.

(a) Mainline Transportation Usage Charges: The maximum rate(s) per dth, unless otherwise provided, applicable to the delivery zones (Texas, New Mexico, Arizona) in which deliveries are made, as set forth on the currently effective Statement of Rates. If delivered quantities are equal to or less than the Tier 1 quantity for that Shipper, the Tier 1 Transportation Charge shall apply. The Tier 2 rate shall apply to any delivered quantity exceeding the Tier 1 quantity.

4. SHIPPERS RECEIVING RATE SCHEDULE FT-2 SERVICE

Apache Nitrogen Products, Inc.
Chemical Lime Company of Arizona
City of Benson, Arizona
City of Deming, New Mexico
City of Denver City, Texas
City of Lordsburg, New Mexico
City of Morton, Texas
City of Plains, Texas
City of Safford, Arizona
City of Socorro, New Mexico
City of Sterling City, Texas
City of Whiteface, Texas
City of Willcox, Arizona
Corona, New Mexico, Village of
Dumas, Texas, City of
Duncan Valley Electric Cooperative, Inc.

4. SHIPPERS RECEIVING RATE SCHEDULE FT-2 SERVICE (continued)

EMW Gas Association
McLean, Texas, City of
Town of Mountainair, New Mexico
Zia Natural Gas Company

The Tier 1 Quantity for each Shipper is equal to the monthly capacity allocated to each FT-2 Shipper as described in the report filed on April 8, 2003 in Docket No. RP00-336-010.

5. CHARGES

5.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

5.2 Daily Unauthorized Overrun Transportation. On any Day, if Shipper's takes under its TSA exceed 10,000 dth in total for all Delivery Points, the excess shall be deemed daily unauthorized overrun transportation. Such quantities shall be subject to the daily unauthorized overrun rate. Shipper shall pay an amount obtained by multiplying the quantity of such daily unauthorized overrun quantities by the daily unauthorized overrun rate on the Statement of Rates.

(a) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

(b) Pursuant to Section 5.2 of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

6. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for Fuel and L&U for the transportation of Natural Gas pursuant to Shipper's Executed TSA. The Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C. The Fuel charge may be discounted by Transporter; provided, however, that the discounted charge shall not be less than actual Fuel incurred in the transaction being discounted.

7. TERMINATION OF OTHER SERVICES

Upon the effectiveness of an Executed TSA under this Rate Schedule, all prior TSAs entered into between Transporter and Shipper shall be terminated and Transporter, if necessary, shall be deemed to have been granted abandonment authorization pursuant to Section 7(b) of the Natural Gas Act with respect to said terminated TSAs. During the effectiveness of a TSA under this Rate Schedule, Shipper shall not request or receive transportation service through Transporter's facilities under any other arrangement with Transporter, or any third party. Notwithstanding the above, any existing non-Rate Schedule FT-2 firm Shipper that acquires all or substantially all of the Natural Gas business of a Rate Schedule FT-2 Shipper may continue service under its existing TSA and under the newly acquired FT-2 TSA. However, the succeeding Shipper may only use the FT-2 TSA for service to the traditional market area served by that Rate Schedule FT-2 TSA. This shall not preclude a Shipper from entering into a transportation arrangement with any upstream pipeline to transport supplies to Transporter's system.

8. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the Fuel provisions of Section 13 and the Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule. Furthermore, Section 8.1(f) of the GT&C, "Flexible Receipts and Delivery Points," shall not apply to this Rate Schedule.

RATE SCHEDULE FT-H
Hourly Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the hourly transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the hourly firm transportation service requested.

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform hourly transportation service.

1.3 Shipper has met the creditworthiness requirements of this Tariff.

1.4 Shipper has an Executed TSA for service under this Rate Schedule in the form contained in this Tariff ("FTH TSA").

1.5 Hourly transportation service is available only at Delivery Points listed on Exhibit A of Shipper's FTH TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter's EBB.

1.6 Hourly firm transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed FTH TSA.

2.2 Hourly transportation service hereunder shall be firm, subject to the provisions of the Executed FTH TSA and to the GT&C incorporated herein by reference.

2.3 Hourly transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed FTH TSA on a ratable basis, the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that gas to Shipper, or for Shipper's account, on an unequal hourly basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper, or for Shipper's account, at the Delivery Points specified in the Executed FTH TSA.

2.4 Rate Schedule FT-H service is a daily transportation service comprised of hourly delivery service based on firm rights to varying Hourly Contract Entitlements at Premium Service Delivery Points.

2.4 (continued)

(a) Daily Transportation Service.

(i) Shipper shall nominate a transportation quantity and Transporter shall schedule in accordance with the provisions of Section 6 of the GT&C.

(b) Hourly Delivery Service Entitlements.

(i) Hourly Contract Entitlements, as defined in Section 2.6 of this rate schedule, shall be described in Shipper's FTH TSA.

(ii) Hourly gas quantities are not nominated or scheduled. A Shipper's daily scheduled quantity determines its Hourly Scheduled Entitlement.

(iii) If a Shipper's actual hourly takes are below its Hourly Scheduled Entitlement in any hour, the unused Hourly Scheduled Entitlement may be used in any hour of the Gas Day, subject to the restrictions on peak hourly flows, to minimize Hourly Scheduling Penalty Quantities.

(iv) Shipper agrees to provide Transporter with the most current estimate of its hourly requirements over the course of the Gas Day.

2.5 Hourly service options, pursuant to Section 2.6 of this rate schedule, may be purchased as follows:

(a) Winter contract ("FTH-W"); hourly firm transportation service is available for the five consecutive Months during the November through March winter period. FTH-W contracts may be for a term of multiple Years.

(b) Summer contract ("FTH-S"); hourly firm transportation service is available for the seven consecutive Months during the April through October summer period. FTH-S contracts may be for a term of multiple Years.

(c) Shippers may contract for hourly firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("FTH-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate hourly firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.5(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.6 The following hourly transportation service options are available under this Rate Schedule FT-H. Rate Schedule FT-H service options must be contracted separately.

(a) Three Hour Enhanced Peaking Service "FTH-3." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to 150% of 1/24th of the daily scheduled quantity at such point for up to five hours in the Gas Day subject to the limit that no more than three such hours may be consecutive hours in the Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity; and

(ii) up to an average of 130% of 1/24th of the daily scheduled quantity at such point for up to nine hours in the Gas Day subject to the limit that no more than six such hours may be consecutive hours in the Gas Day; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity; and

(iii) up to an average of 120% of 1/24th of the daily scheduled quantity at such point for any twelve consecutive hours; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity.

(iv) Hourly quantities in excess of any one of the Section 2.6 (a)(i) through Section 2.6 (a)(iii) criterion will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(v) Transporter will provide a minimum pressure commitment of 250 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(b) Twelve Hour Peaking Service "FTH-12." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any twelve hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

2.6 (b) (continued)

(ii) Transporter will provide a minimum pressure commitment ranging between 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter's system operations or a Shipper's firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(c) Sixteen Hour Peaking Service "FTH-16." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any sixteen hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary Delivery Point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(ii) Transporter will provide a minimum pressure commitment ranging between 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter's system operations or a Shipper's firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(d) Eight Hour Peaking Service "FTH-8." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the daily scheduled quantity at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 300% of 1/24th of the daily scheduled quantity at such point in any hour for up to any eight hours in a Gas Day; however, no one hour in the Gas Day may exceed 300% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 300% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

2.6 (d) (continued)

(ii) Transporter will provide a minimum pressure commitment ranging between 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter's system operations or a Shipper's firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

2.7 Hourly Delivery Transfer. Should Shipper elect non-uniform rates of flow pursuant to Section 2.6 of this rate schedule, Transporter will provide for (unless Shipper requests otherwise) the hourly transfer of any unused Hourly Scheduled Entitlement quantities to Shipper's upstream Operationally Equivalent Delivery Point in the same geographic region so that such unused Hourly Scheduled Entitlement is combined with Shipper's other Hourly Scheduled Entitlements at such upstream Delivery Point.

(a) Hourly delivery transfers will utilize Alternate Capacity only.

(b) Delivery Points eligible for hourly delivery transfer are identified on the EBB as: 1) Premium Service Delivery Points, and must be listed as primary delivery points on Exhibit A of Shipper's FTH TSA or 2) alternate Premium Service Delivery Points located on Shipper's primary receipt-to-delivery Flow Path. Transporter will update the list of eligible Delivery Points as experience and operating conditions allow.

(c) Hourly Scheduled Entitlements transferred from a delivery point must be equal to, or less than, Shipper's Hourly Scheduled Entitlement pursuant to Shipper's FTH TSA, less hourly deliveries to such point resulting from nominations for delivery to that point.

(d) Hourly delivery transfers to delivery points shall not exceed the quantity limitations for the time periods specified in Shipper's FTH TSA.

(e) The transfer of such Hourly Scheduled Entitlements may not affect service to any other firm Shipper.

2.8 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

2.9 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.

3. CONDITIONS OF SERVICE

3.1 Shipper's daily scheduled quantity at a Delivery Point will be converted to Hourly Scheduled Entitlements based on the hourly profile described in Shipper's FTH TSA.

3.2 On an alternate basis, Shipper may use its Hourly Contract Entitlements pursuant to its FTH TSA at Premium Service Delivery Points not listed in Shipper's FTH TSA if the distance between the Receipt Point and Delivery Point and the Flow Path are Operationally Equivalent to the points listed in the FTH TSA and service to other Shippers is not adversely affected. If these conditions are not satisfied, Shippers may use the Receipt and/or Delivery Point on an alternate basis at uniform rates of flow pursuant to the requirements of this Tariff.

3.3 A Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

(a) A Shipper that re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the original point.

(b) Rate Schedule FT-H capacity will become Rate Schedule FT-1 capacity if the Shipper re-designates a primary delivery point to a non-Premium Service Delivery Point or to a non-Operationally Equivalent Premium Service Delivery Point; however, the Shipper will continue to pay the maximum applicable Rate Schedule FT-H rates for such service until the next general rate proceeding.

3.4 Rate Schedule FT-H capacity may be released to another party.

(a) The Acquiring Shipper will retain hourly service rights, as defined in the Releasing Shipper's FTH TSA, at the primary delivery points released by the Releasing Shipper. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis subject to the provisions of Section 3.2 of this Rate Schedule.

(b) An Acquiring Shipper who re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the primary point.

(c) Released Rate Schedule FT-H capacity will become Rate Schedule FT-1 capacity if the Acquiring Shipper re-designates an acquired Delivery Point to a non-Premium Service Delivery Point or a non-Operationally Equivalent Premium Service Delivery Point; however, the Acquiring Shipper will continue to pay the maximum applicable Rate Schedule FT-H rates for such service until the next general rate proceeding.

3.5 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule FT-H Shippers.

3.6 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

4. HOURLY POINT RIGHTS

Transporter shall provide defined hourly transportation service at Premium Service Delivery Points pursuant to this Rate Schedule.

4.1 Delivery Points eligible for hourly service must be identified on Transporter's EBB as Premium Service Delivery Points.

4.2 Where deliveries involve service to non-Premium Service Delivery Points, Shipper must take deliveries, or cause deliveries to be taken, at uniform rates of flow and Shipper's hourly rights will be deemed to be 1/24th of daily scheduled quantities at such points.

4.3 A Shipper's total hourly rights at a Delivery Point will be determined by summing Shipper's Hourly Contract Entitlements under all Shipper's TSAs for which gas is scheduled for delivery to such point.

4.4 All nominations are submitted and scheduled in daily quantities. Transporter will apply hourly profiles, pursuant to Shipper's FTH TSA, to the nominated and confirmed daily quantities to determine Hourly Scheduled Entitlements.

4.5 Gas flows at Premium Service Delivery Points will be allocated to contracts scheduled to such points in the following order. Within this allocation order, gas flows will be allocated pro rata among all agreements within a category unless the DP Operator designates a different allocation method, as set forth in Section 10.5 of the GT&C.

(a) Daily transportation service requiring uniform 1/24th of scheduled quantity flow rate, including authorized overruns;

4.5 (continued)

(b) Hourly transportation service providing for Twelve Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

(c) Hourly transportation service providing for Sixteen Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

(d) Hourly transportation service providing for Eight Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

(e) Hourly transportation service providing for Three Hour Enhanced Service under Rate Schedule FT-H, including authorized overruns;

(f) Daily no-notice transportation service requiring uniform flow rate under Rate Schedule NNTD, including authorized overruns;

(g) Hourly no-notice transportation service providing for Twelve Hour Peaking Service under Rate Schedule NNTH, including authorized overruns;

(h) Hourly no-notice transportation service providing for Sixteen Hour Peaking Service under Rate Schedule NNTH, including authorized overruns;

(i) Hourly no-notice transportation service providing for Three Hour Enhanced Service under Rate Schedule NNTH, including authorized overruns; and

(j) Interruptible hourly swing service pursuant to Rate Schedule IHSW.

4.6 On any Gas Day, using the nomination process, a Shipper may request to reduce its Hourly Contract Entitlement at a Delivery Point to create additional useable daily capacity in the manner described below:

Eight Hour Peaking Service may be reduced to Sixteen Hour Peaking Service, Twelve Hour Peaking Service, Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Sixteen Hour Peaking Service may be reduced to Twelve Hour Peaking Service, Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Twelve Hour Peaking Service may be reduced to Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Three Hour Enhanced Service may be reduced to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity.

4.6 (continued)

(a) Such requested reduction must take place in the Timely Nomination Cycle (Cycle 1) or the Evening Nomination Cycle (Cycle 2). Once such reduction has been made, it cannot be changed until the next available Cycle 1.

(b) Delivery Point and path capacity that become available as a result of such reduction may be used to provide transportation service for others, including another firm Shipper or interruptible Shipper.

(c) A Shipper who has reduced its Hourly Contract Entitlement will be assessed hourly scheduling penalties based on the lower service option the Shipper has selected.

5. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed FTH TSA.

5.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

5.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to the service option contracted for in the FTH TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the FTH TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the FTH TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

5.3 Mainline Transportation Usage Charge: Unless otherwise provided in the FTH TSA, Shipper shall pay the maximum rate per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, and Nevada) in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the FTH TSA.

5.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

6. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule FT-H Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

7. CHARGES

7.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

7.2 Overrun Transportation

(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.

7.2 (a) (continued)

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 7.2(b)(i) or Section 7.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) selected by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the FTH TSA pursuant to Section 2.6 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the Daily Authorized Overrun rate. The Daily Authorized Overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.

7.2 (b) Daily Authorized Overrun Transportation (continued)

(ii) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 7.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 7.2(b) above, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(c) Daily Unauthorized Overrun Transportation.

(i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall be assessed for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.

(ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), for purposes of determining a Shipper's daily unauthorized overrun penalties, allocated gas quantities and, separately, contract entitlements will be aggregated. Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities.

7.2 (c) Daily Unauthorized Overrun Transportation (continued)
(ii) Aggregate Treatment (continued)

A. In the event Shipper is subject to a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules, such daily unauthorized overrun penalty shall be assessed by multiplying the daily unauthorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 7.2(c)(iv) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates, except as provided in Section 7.2(c)(ii) of this rate schedule.

(iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

(v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

(vi) Pursuant to Section 7.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

8. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's FTH TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

9. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.

RATE SCHEDULE FTH-V
Small Shipper Firm Hourly Transportation Service - Virtual Area

1. AVAILABILITY

This Rate Schedule is available to any Shipper in the Permian virtual area for the hourly transportation of Natural Gas on a firm basis within the Permian virtual area by Transporter. Transportation service under this Rate Schedule is limited to up to 10,000 dth per Day and subject to the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the hourly firm transportation service requested.

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform hourly transportation service.

1.3 Shipper has met the creditworthiness requirements of this Tariff.

1.4 Shipper is limited to one Executed TSA with a TCD of no more than 10,000 dth per Day for service under this Rate Schedule in the form contained in this Tariff ("FTHV TSA"). Primary delivery points listed on the FTHV TSA must be within the Permian virtual area. A Delivery Point outside the Permian virtual area may not be listed on an FTHV TSA.

1.5 Hourly transportation service is available only at Premium Service Virtual Delivery Points ("PSVPs") that are listed on Exhibit A of Shipper's FTHV TSA. Such Delivery Points will be dependent on operational criteria and must also be identified on Transporter's EBB.

1.6 Hourly transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed FTHV TSA.

2.2 Daily and hourly transportation service hereunder shall be firm, subject to the provisions of the Executed FTHV TSA and to the GT&C incorporated herein by reference.

2.3 Daily and hourly transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed FTV TSA on a ratable basis, the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that gas to Shipper, or for Shipper's account, on an unequal hourly basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper, or for Shipper's account, at the Delivery Points specified in the Executed FTHV TSA.

2.4 Rate Schedule FTH-V service is a daily transportation service with defined hourly delivery service parameters based on certain firm rights to Hourly Contract Entitlements at PSVPs, pursuant to Section 2.6 of this Rate Schedule.

(a) Daily Transportation Service

(i) Shipper shall nominate a daily transportation quantity and Transporter shall schedule in accordance with the provisions of Section 6 of the GT&C.

(b) Hourly Delivery Service Entitlements

(i) Hourly gas quantities are not nominated or scheduled. A Shipper's nominated and confirmed daily scheduled quantities determine its Hourly Scheduled Entitlement.

(ii) If a Shipper's actual hourly takes are below its Hourly Scheduled Entitlements in any hour, the unused Hourly Scheduled Entitlements may be used in any hour of the Gas Day, subject to the restrictions on peak hourly flows, to minimize Hourly Scheduling Penalty Quantities.

(iii) Shipper agrees to provide Transporter with the most current estimate of its hourly requirements over the course of the Gas Day.

2.5 Grandfathered Sculpted Monthly Maximum Delivery Quantities and Conversion Rights. If a Shipper, as of December 31, 2008, has varying monthly MDQ rights under Rate Schedule FT-1 service and elects to convert part or all of that service to FTH-V service, Shipper may move such sculpted monthly MDQ rights to its Rate Schedule FTH-V contract.

2.6 Hourly transportation service under this Rate Schedule FTH-V shall be based on a three-hour enhanced peaking right, subject to the limitation that gas quantities taken at an applicable Delivery Point may not exceed the daily scheduled quantity at such point. On any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(a) up to 150% of 1/24th of the daily scheduled quantity at such point for up to five hours in the Gas Day subject to the limit that no more than three such hours may be consecutive hours in the Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity; and

(b) up to an average of 130% of 1/24th of the daily scheduled quantity at such point for up to nine hours in the Gas Day subject to the limit that no more than six such hours may be consecutive hours in the Gas Day; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity; and

2.6 (continued)

(c) up to an average of 120% of 1/24th of the daily scheduled quantity at such point for any twelve consecutive hours; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity.

(d) Hourly quantities in excess of any one of the Section 2.6(a) through Section 2.6(c) criterion will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

2.7 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

2.8 Service options pursuant to this Rate Schedule may be purchased as follows:

(a) Winter contract ("FTHV-W"); firm transportation service is available for the five consecutive Months during the November through March winter period. FTHV-W contracts may be for a term of multiple Years.

(b) Summer contract ("FTHV-S"); firm transportation service is available for the seven consecutive Months during the April through October summer period. FTHV-S contracts may be for a term of multiple Years.

(c) Shippers may contract for firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("FTHV-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.8(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.9 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.

3. CONDITIONS OF SERVICE

3.1 On an alternate basis, Shipper may use its Hourly Contract Entitlements pursuant to its FTHV TSA at Delivery Points not listed in Shipper's FTHV TSA if such alternate Delivery Point is a PSVP and is within the Permian virtual area and service to other Shippers is not adversely affected. If these conditions are not satisfied, Shippers may use the Delivery Point on an alternate basis at uniform rates of flow pursuant to the requirements of this Tariff.

3.2 Pursuant to Section 8.1(f) of the GT&C, a Shipper that re-designates a primary delivery point to another PSVP will retain defined hourly delivery service parameters at such point if service to the re-designated point is Operationally Equivalent to service at the original point, is within the Permian virtual area, and is listed on the EBB as a PSVP available location.

3.3 Release of FTH-V Capacity

(a) The Acquiring Shipper will retain hourly service rights, as defined in the Releasing Shipper's FTHV TSA, at the primary delivery points released by the Releasing Shipper. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis subject to the provisions of Section 3.1 of this Rate Schedule.

(b) An Acquiring Shipper who re-designates a primary delivery point to another PSVP will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the primary point, is within the Permian virtual area, and is listed on the EBB as a PSVP available location.

3.4 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule FTH-V Shippers.

3.5 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

4. HOURLY POINT RIGHTS

Transporter shall provide defined hourly transportation service at PSVPs pursuant to this Rate Schedule.

4.1 Delivery Points eligible for hourly service within the Permian virtual area must be identified on Transporter's EBB as PSVPs.

4.2 Where deliveries involve service to non-PSVPs, Shipper must take deliveries, or cause deliveries to be taken, at uniform rates of flow and Shipper's hourly rights will be deemed to be 1/24th of daily scheduled quantities at such points.

4.3 Gas flows at PSVPs will be allocated to contracts scheduled to such points in the following order. Within this allocation order, gas flows will be allocated pro rata among all agreements within a category unless the DP Operator designates a different allocation method, as set forth in Section 10.5 of the GT&C.

(a) Daily transportation service requiring uniform 1/24th of scheduled quantity flow rate, including authorized overruns;

(b) Hourly transportation service providing for firm Permian virtual area service under Rate Schedule FTH-V, including authorized overruns;

(c) Interruptible hourly swing service pursuant to Rate Schedule IHSW.

5. RATE

5.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such discounted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

5.2 Transportation Charges: Shipper shall pay to Transporter each Month the charges set forth below under the Executed FTHV TSA.

(a) Mainline Reservation Charges: Shipper shall pay the applicable Reservation Charges, which shall be determined by multiplying Shipper's TCD by the reservation rate specified in the FTHV TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the FTHV TSA.

(b) Mainline Transportation Usage Charge: Shipper shall pay the maximum rate per dth applicable to the Permian virtual area zone in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the FTHV TSA.

5.3 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5.4 Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

6. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule FTH-V Shipper when Transporter is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

7. CHARGES

7.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

(a) For purposes of evaluating hourly scheduling penalties, a Shipper's total hourly rights at a PSVP will be determined by summing Shipper's Hourly Contract Entitlements under all Shipper's TSAs for which gas is scheduled for delivery to such point.

7.2 Overrun Transportation

(a) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the TSA pursuant to Section 2.4 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

7.2 Overrun Transportation

(a) (continued)

(i) In the event Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on deliveries in excess of the FTHV TSA TCD, the daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the maximum authorized overrun rate as stated on the Statement of Rates.

(ii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 7.2(a) of this rate schedule, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(b) Daily Unauthorized Overrun Transportation

(i) A Shipper shall pay a daily unauthorized overrun penalty for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.

(ii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 7.2(b)(iii) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates.

(iii) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

7.2 Overrun Transportation
(b) (continued)

(iv) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

(v) Pursuant to Section 7.2(b)(ii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

8. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's FTHV TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

9. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.

RATE SCHEDULE FDBS
Firm Daily Balancing Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the daily balancing of Natural Gas transportation deliveries to scheduled quantities on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted operational capacity and has the physical capability to perform the firm daily balancing service requested;

1.2 Shipper has met the creditworthiness requirements of this Tariff;

1.3 Shipper has an Executed TSA for service under this Rate Schedule in the form contained in this Tariff ("FDBS TSA"); and

1.4 Shipper and Transporter have executed a companion TSA(s) under Transporter's Rate Schedule FT-1 and/or Rate Schedule FT-H ("FT TSA") for firm transportation of gas.

(a) The FDBS TSA must include the same primary delivery points as provided in the FT TSA;

(b) The maximum delivery quantity ("MDQ") of the FDBS TSA at a primary delivery point is no more than 10% of the MDQ of such point in the FT TSA; and

(c) The FDBS TSA must be for a term equal to or less than the term of the FT TSA.

1.5 Firm daily balancing service is available only at Delivery Points listed on Exhibit A of Shipper's FT TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter's EBB.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Daily balancing service hereunder shall be firm, subject to the provisions of the Executed FDBS TSA and to the GT&C incorporated herein by reference.

2.2 Except as otherwise provided in this Tariff, at each Delivery Point, hourly quantities delivered, or caused to be delivered, for Shipper's account shall not exceed 1/24th of Shipper's daily scheduled quantities at such point.

2.3 Firm daily balancing service hereunder shall consist of:

(a) Transporter retaining nominated and confirmed Natural Gas quantities on Transporter's pipeline system ("Bank") at the Delivery Points specified in the Executed FDBS TSA up to the FDBS TSA MDQ for each point; and

(b) Transporter delivering nominated and confirmed Natural Gas quantities, after appropriate reductions as provided for in this Rate Schedule, to Delivery Points specified in the Executed FDBS TSA ("Draw") up to the FDBS TSA MDQ for each point.

(c) Firm balancing service will be provided on a daily basis up to a Shipper's Maximum Inventory Amount.

(i) Maximum Inventory Amount is the maximum quantity a Shipper can Bank or Draw at a Delivery Point. The Maximum Inventory Amount is calculated as the difference between the FDBS TSA MDQ at a Delivery Point and the sum of the accumulated end-of-day balances at such point.

2.4 Service options pursuant to this Rate Schedule may be purchased as follows:

(a) Winter contract ("FDBS-W"); firm daily balancing service is available for the five consecutive Months during the November through March winter period. FDBS-W contracts may be for a term of multiple Years.

(b) Summer contract ("FDBS-S"); firm daily balancing service is available for the seven consecutive Months during the April through October summer period. FDBS-S contracts may be for a term of multiple Years.

(c) Shippers may contract for firm daily balancing service separately with a summer or winter contract, or jointly to create an annual contract for service ("FDBS-A"). In addition, an annual contract may be for twelve months or longer.

(d) Maximum rate firm daily balancing service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.4(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.5 Daily Balancing Quantities

(a) On any Gas Day, Shipper's Bank or Draw quantities for that Day at the Delivery Point plus the previous accumulated end-of-day balance at such Delivery Point may not exceed the Maximum Inventory Amount for such point.

(b) On any Gas Day, if the sum of the Bank or Draw quantities and the related FT TSA scheduled quantities at a Delivery Point exceed the MDQ for that point contained in the FT TSA, the excess quantities will be treated as daily unauthorized overrun quantities on the companion FT TSA.

3. CONDITIONS OF SERVICE

3.1 Notwithstanding the above, Shipper may Bank or Draw gas quantities at a Delivery Point in an amount no greater than the FDBS TSA MDQ for such point. Transporter will not provide daily balancing service when Shipper's total outstanding FDBS end-of-day balance at a Delivery Point equals the FDBS Maximum Inventory Amount.

3.2 Firm daily balancing service quantities must be nominated and confirmed to the FDBS TSA in accordance with the provisions of Section 6 of the GT&C.

3.3 Resolution of FDBS End-of-Day Balances.

(a) An FDBS end-of-day balance shall be resolved through the use of physical make-up or payback gas quantities.

(b) Make-up or payback nominations shall be made pursuant to Section 6 of the GT&C.

(c) At the end of the Month, an FDBS end-of-day balance at a Delivery Point may be netted with an FDBS end-of-day balance at another Delivery Point under the FDBS TSA as long as such netting does not serve to effectuate transportation across persistent system constraints.

(d) An FDBS end-of-day balance that has not been eliminated for 30 Days will be cashed out at the end of the next Month pursuant to Section 10 of the GT&C.

3.4 Rate Schedule FDBS capacity may be released to another party. The Acquiring Shipper must meet the requirements of this Rate Schedule.

3.5 Subject to the conditions and requirements for service under this Rate Schedule, Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed FDBS TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

4.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to an FDBS TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the FDBS TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the FDBS TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

4.3 Usage Charge: Unless otherwise provided in the FDBS TSA, Shipper shall pay the maximum rate per dth as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the FDBS TSA.

4.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule FDBS Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

6. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's FDBS TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the FDBS TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.

RATE SCHEDULE NNTD
No-Notice Transportation Service - Daily

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the enhanced daily transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the enhanced daily firm transportation service requested;

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform the enhanced daily transportation service;

1.3 Shipper has met the creditworthiness requirements of this Tariff;

1.4 Shipper has an Executed TSA for service under this Rate Schedule in the form contained in this Tariff ("NNTD TSA");

1.5 Enhanced daily firm transportation service is available only at Delivery Points listed on Exhibit A of Shipper's NNTD TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter's EBB; and

1.6 Enhanced daily firm transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the executed NNTD TSA.

2.2 Enhanced daily transportation service hereunder shall be firm, subject to the provisions of the Executed NNTD TSA and to the GT&C incorporated herein by reference.

2.3 Enhanced daily transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed NNTD TSA, the transportation of that Natural Gas through Transporter's pipeline system, and the daily delivery of that gas on a scheduled and no-notice basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Points specified in the Executed NNTD TSA.

2.4 Enhanced daily transportation service shall be comprised of scheduled and no-notice transportation service.

(a) Scheduled enhanced daily firm transportation service shall be nominated and confirmed in accordance with the provisions of Section 6 of the GT&C.

(b) No-notice enhanced daily firm transportation service shall consist of Transporter providing gas quantities above or below Shipper's scheduled quantities at primary delivery points listed in the NNTD TSA. The difference between Shipper's daily scheduled quantity and daily Flowing Gas quantity allocated to Shipper at a Delivery Point shall be deemed the no-notice daily quantity and will be allocated to the NNTD TSA as the NNTD balance at such point.

(c) Shipper may nominate from/to Receipt and/or Delivery Points not listed in Shipper's NNTD TSA on an alternate basis at uniform rates of flow pursuant to the requirements of this Tariff.

2.5 The enhanced daily transportation service options available under this Rate Schedule NNTD are as follows:

(a) Winter contract ("NNTD-W"); enhanced daily firm transportation service is available for the five consecutive Months during the November through March winter period. NNTD-W contracts may be for a term of multiple Years.

(b) Summer contract ("NNTD-S"); enhanced daily firm transportation service is available for the seven consecutive Months during the April through October summer period. NNTD-S contracts may be for a term of multiple Years.

(c) Shippers may contract for enhanced daily firm transportation service separately with a summer or winter contract, or jointly to create an annual contract for service ("NNTD-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate enhanced daily firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.5(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.6 Rates of Flow.

(a) Except as otherwise provided in this Tariff, at each Receipt Point each Party shall use diligent, good faith efforts to tender, or cause to be tendered, gas at reasonably uniform hourly and daily rates of flow. At each Delivery Point, hourly quantities delivered, or caused to be delivered, for Shipper's account shall not exceed 1/24th of Shipper's daily scheduled quantities at such point.

(b) No-notice service shall not be applicable to any hourly variation greater than 1/24th of the NNTD TSA contract demand, except as provided in Section 6 of this rate schedule. Any such excess quantity shall be treated as Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

2.7 Daily Delivery Transfer. Transporter will provide for (unless Shipper requests otherwise) the daily transfer of any unused daily delivery point entitlements to Shipper's upstream Operationally Equivalent Delivery Point(s) in the same geographic region so that such unused daily entitlements are combined with Shipper's other daily delivery entitlements at such upstream Delivery Point.

(a) Daily delivery transfers will utilize Alternate Capacity only.

(b) Delivery Points eligible for daily delivery transfer are identified on the EBB as: 1) Premium Service Delivery Points, and must be listed as primary delivery points on Exhibit A of Shipper's NNTD TSA or 2) alternate Premium Service Delivery Points located on Shipper's primary receipt-to-delivery Flow Path. Transporter will update the list of eligible Delivery Points as experience and operating conditions allow.

(c) Delivery point entitlements transferred from a delivery point must be equal to, or less than, Shipper's MDQ less daily deliveries to such point resulting from scheduled nominations for delivery to that point.

(d) The transfer of such daily entitlements may not affect service to any other firm Shipper.

2.8 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.

3. CONDITIONS OF SERVICE

3.1 Transporter will provide Shipper with a no-notice gas account equal to +/- 10% of Shipper's TCD to provide daily no-notice service of up to +/- 10% of Shipper's MDQ at each of the primary delivery points listed on Exhibit A of Shipper's NNTD TSA.

3.1 (continued)

(a) Pursuant to Section 3.1(d) of this Rate Schedule, when delivered quantities are less than scheduled quantities (pack) at a primary delivery point, such variance shall not exceed 10% of Shipper's MDQ and shall be deemed "no-notice pack quantities." Any quantities in excess of the no-notice pack quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.

(b) Pursuant to Section 3.1(e) of this Rate Schedule, when delivered quantities exceed scheduled quantities (draft) at a primary delivery point, such variance shall be deemed "no-notice draft quantities" and shall not exceed the lower of: 1) 10% of Shipper's MDQ, or 2) the difference between the Shipper's MDQ and the scheduled quantity. Any quantities in excess of the no-notice draft quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.

(c) Each Day no-notice pack or draft quantities for all delivery points listed in Exhibit A of Shipper's NNTD TSA will be netted together and the net pack added to, or the net draft subtracted from, the no-notice account balance as long as such netting does not serve to effectuate transportation across persistent system constraints.

(d) In the event a pack no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice pack quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the pack no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with pack no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage pack quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice pack account balance does not go below 10% of Shipper's TCD.

(iii) If after reducing the pack no-notice quantities at the first point, the pack no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the pack no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the pack no-notice account balance is reduced to equal 10% of Shipper's TCD.

3.1 (continued)

(e) In the event a draft no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice draft quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the draft no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with draft no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage draft quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice draft account balance does not go below 10% of Shipper's TCD.

(iii) If after reducing the draft no-notice quantities at the first point, the draft no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the draft no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the draft no-notice account balance is reduced to equal 10% of Shipper's TCD.

3.2 On an alternate basis, Shipper may use its NNTD rights at Premium Service Delivery Points not listed in Shipper's NNTD TSA if the distance between the Receipt Point and Delivery Point and the Flow Path are equivalent to the points listed in the NNTD TSA ("Operationally Equivalent") and service to other firm shippers is not adversely affected. If these conditions are not satisfied, Shipper may use the Receipt and/or Delivery Points on a Second Alternate basis pursuant to Section 6.2 of the GT&C at scheduled uniform rates of flow pursuant to the requirements of this Tariff.

(a) Shipper's use of no-notice service at an alternate delivery point is limited to no more than 10% of the scheduled quantity at such alternate point and the availability of no-notice quantities pursuant to Section 3 of this Rate Schedule.

3.3 A Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

(a) A Shipper that re-designates a primary delivery point to another Premium Service Delivery Point will retain no-notice service rights at such point if service to the re-designated point is Operationally Equivalent to service at the original point.

3.3 (continued)

(b) Rate Schedule NNTD capacity will become Rate Schedule FT-1 capacity if the Shipper re-designates a primary delivery point to a non-Premium Service Delivery Point or to a non-Operationally Equivalent Premium Service Delivery Point; however, the Shipper will continue to pay the maximum applicable Rate Schedule NNTD rates for such service until the next general rate proceeding.

3.4 Resolution of NNTD Balance.

(a) An NNTD balance shall be resolved through the use of physical make-up or payback gas quantities.

(b) Any TSA may be used to make-up or payback gas quantities.

(c) Make-up or payback nominations shall be made pursuant to Section 6 of the GT&C.

(d) At the end of the Month, an NNTD balance on an NNTD TSA may be netted with an NNTD balance on another NNTD TSA, as long as such netting does not serve to effectuate transportation across persistent system constraints.

(e) An NNTD balance that has not been eliminated for 30 Days will be cashed out at the end of the next Month pursuant to Section 10 of the GT&C.

3.5 Release of Rate Schedule NNTD Capacity.

(a) Shipper may release its Rate Schedule NNTD capacity for service under Rate Schedule NNTD. The Acquiring Shipper must retain the same Delivery Points as provided in the Releasing Shipper's NNTD TSA to retain the no-notice features of this Rate Schedule. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis.

(b) Released Rate Schedule NNTD capacity will become Rate Schedule FT-1 capacity if the Acquiring Shipper re-designates to a non-Premium Service Delivery Point or a non-Operationally Equivalent Premium Service Delivery Point; however, the Acquiring Shipper will continue to pay the maximum applicable Rate Schedule NNTD rates for such service until the next general rate proceeding.

(c) Shipper may not separately release the no-notice (un-nominated) portion of its NNTD TSA.

3.6 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule NNTD Shippers.

3.7 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the executed NNTD TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

4.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to an NNTD TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the NNTD TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the NNTD TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

4.3 Mainline Transportation Usage Charge: Unless otherwise provided in the NNTD TSA, Shipper shall pay the maximum rate per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, Nevada and California) in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the NNTD TSA.

4.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

5. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule NNTD Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

6. CHARGES

6.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

6.2 Overrun Transportation

(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 6.2(b)(i) or Section 6.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.

6.2 Overrun Transportation (continued)

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the NNTD TSA pursuant to Section 2.6 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.

(ii) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 6.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 6.2(b) above, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities has not been scheduled.

6.2 Overrun Transportation (continued)

(c) Daily Unauthorized Overrun Transportation.

(i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall be assessed for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.

(ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), for purposes of determining a Shipper's daily unauthorized overrun penalties, allocated gas quantities and, separately, contract entitlements will be aggregated. Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities.

A. In the event Shipper is subject to a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules, such daily unauthorized overrun penalty shall be assessed by multiplying the daily unauthorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 6.2(c)(iv) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates, except as provided in Section 6.2(c)(ii) of this rate schedule.

(iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

6.2 Overrun Transportation
(c) (continued)

(v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

(vi) Pursuant to Section 6.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

7. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's NNTD TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

8. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the NNTD TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.

RATE SCHEDULE NNTH
No-Notice Transportation Service - Hourly

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the enhanced hourly transportation of Natural Gas on a firm basis by Transporter under the following conditions:

1.1 Transporter has determined that it has sufficient available and uncommitted capacity to perform the enhanced hourly firm transportation service requested.

1.2 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform the enhanced hourly transportation service.

1.3 Shipper has met the creditworthiness requirements of this Tariff.

1.4 Shipper has an Executed TSA in the form contained in this Tariff ("NNTH TSA").

1.5 Enhanced hourly transportation service is available only at Delivery Points listed on Exhibit A of Shipper's NNTH TSA. Such Delivery Points must also be identified as Premium Service Delivery Points on Transporter's EBB.

1.6 Enhanced hourly firm transportation service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed NNTH TSA.

2.2 Enhanced hourly transportation service hereunder shall be firm, subject to the provisions of the Executed NNTH TSA and to the GT&C incorporated herein by reference.

2.3 Enhanced hourly transportation service hereunder shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Points specified in the Executed NNTH TSA on a ratable basis, the transportation of that Natural Gas through Transporter's pipeline system, and the unequal hourly delivery of that gas on a scheduled and no-notice basis, after appropriate reductions as provided for in this Rate Schedule, to Shipper or for Shipper's account at the Delivery Points specified in the Executed NNTH TSA.

2.4 Rate Schedule NNTH is a daily transportation service comprised of firm varying Hourly Contract Entitlements at Premium Service Delivery Points and consists of scheduled and no-notice transportation.

(a) Daily Transportation Service.

(i) Scheduled daily firm transportation service shall be nominated and confirmed in accordance with the provisions of Section 6 of the GT&C.

(b) Hourly Delivery Service Entitlements.

(i) Hourly Contract Entitlements, as defined in Section 2.6 of this rate schedule, shall be described in Shipper's NNTH TSA.

(ii) Hourly gas quantities are not nominated and scheduled. Shipper's daily scheduled quantities will be allocated on an hourly basis based on the Hourly Contract Entitlements described in Shipper's NNTH TSA.

(iii) If a Shipper's actual hourly takes are below its Hourly Scheduled Entitlement in any hour, the unused Hourly Scheduled Entitlement may be used in any hour for the Gas Day, subject to the restrictions on peak hourly flows, to minimize Hourly Scheduling Penalty Quantities.

(iv) Shipper agrees to provide Transporter with the most current estimate of its hourly requirements over the course of the Gas Day.

(c) No-Notice Transportation Service.

(i) No-notice transportation service shall consist of Transporter providing gas quantities above or below Shipper's scheduled quantities at primary delivery points listed in the NNTH TSA.

(ii) The difference between Shipper's daily scheduled quantity and daily Flowing Gas quantity allocated to Shipper at a Delivery Point shall be deemed the no-notice daily quantity and will be allocated to the NNTH TSA as the NNTH daily balance at such point.

(iii) Subject to the limits described in this rate schedule, the difference between Shipper's Hourly Scheduled Entitlement quantity and the hourly Flowing Gas quantity allocated to Shipper at a Delivery Point shall be deemed the no-notice hourly quantity and will be allocated to the NNTH TSA as the NNTH hourly balance at such point.

2.4 (continued)

(d) On an alternate basis, Shipper may use its Hourly Contract Entitlements pursuant to its NNTH TSA at Premium Service Delivery Points not listed in Shipper's NNTH TSA if the capacity serving the alternate point is Operationally Equivalent and service to other firm shippers is not adversely affected. If these conditions are not satisfied, Shipper may use the Receipt and/or Delivery Points pursuant to Section 6.2 of the GT&C at scheduled uniform rates of flow pursuant to the requirements of this Tariff.

(i) Shipper's use of no-notice service at an alternate delivery point is limited to no more than 10% of the scheduled quantity at such alternate point and the availability of no-notice quantities pursuant to Section 3 of this Rate Schedule.

2.5 The enhanced hourly transportation service options available under this Rate Schedule NNTH are as follows:

(a) Winter contract ("NNTH-W"); enhanced hourly firm transportation service is available for the five consecutive Months during the November through March winter period. NNTH-W contracts may be for a term of multiple Years.

(b) Summer contract ("NNTH-S"); enhanced hourly firm transportation service is available for the seven consecutive Months during the April through October summer period. NNTH-S contracts may be for a term of multiple Years.

(c) Shippers may contract for enhanced hourly firm transportation service separately with a summer or winter contract, or jointly to create an annual contract of service ("NNTH-A"). In addition, an annual contract may be for twelve months or longer.

(d) Unless otherwise agreed, Shipper's Delivery Point MDQ for a winter, summer, or annual contract shall remain the same throughout each season, each season within the annual contract, or for the annual period.

(e) Maximum rate enhanced hourly firm transportation service that is contracted for a winter contract or summer contract for a term of more than one Year, or as an annual contract as described in Section 2.5(c) of this rate schedule, is eligible for a regulatory right-of-first-refusal pursuant to Section 4.14 of the GT&C.

2.6 The following enhanced hourly transportation service options are available under this Rate Schedule NNTH. Rate Schedule NNTH service options must be contracted separately.

(a) Three Hour Enhanced Peaking Service "NNTH-3." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the MDQ at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

2.6 (a) (continued)

(i) up to 150% of 1/24th of the daily scheduled quantity at such point for up to five hours in the Gas Day subject to the limit that no more than three such hours may be consecutive hours in the Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity; and

(ii) up to an average of 130% of 1/24th of the daily scheduled quantity at such point for up to nine hours in the Gas Day subject to the limit that no more than six such hours may be consecutive hours in the Gas Day; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity; and

(iii) up to an average of 120% of 1/24th of the daily scheduled quantity at such point for any twelve consecutive hours; however, no one hour in this period may exceed 150% of 1/24th of the daily scheduled quantity.

(iv) Hourly quantities in excess of any one of the Section 2.6 (a)(i) through Section 2.6 (a)(iii) criterion will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(v) Transporter will provide a minimum pressure commitment of 250 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter’s system operations or a Shipper’s firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in the Operator agreement or TSA covering that D-Code.

(b) Twelve Hour Peaking Service "NNTH-12." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the MDQ at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any twelve hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

2.6 (b) (continued)

(ii) Transporter will provide a minimum pressure commitment of 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter's system operations or a Shipper's firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

(c) Sixteen Hour Peaking Service "NNTH-16." Subject to the limitation that gas quantities taken at a Delivery Point may not exceed the MDQ at such point, on any Gas Day, Shipper may take gas quantities at such point at a rate equivalent to:

(i) up to an average of 150% of 1/24th of the daily scheduled quantity at such point in any hour for up to any sixteen hours in a Gas Day; however, no one hour in the Gas Day may exceed 150% of 1/24th of the daily scheduled quantity. Hourly quantities in excess of an average of 150% of 1/24th of the daily scheduled quantity at a primary delivery point in any hour during the Gas Day will be Hourly Scheduling Penalty Quantities pursuant to Section 14.1 of the GT&C.

(ii) Transporter will provide a minimum pressure commitment of 400 to 550 p.s.i.g. at Shipper's meters listed in the TSA, unless Shipper and Transporter mutually agree to a different minimum pressure. Transporter shall not agree to a different minimum pressure if that pressure would adversely affect Transporter's system operations or a Shipper's firm service under its currently effective TSA. Pressure obligations at any meter included in a D-Code will be specified in either the Operator agreement or TSA covering that D-Code.

2.7 Hourly Delivery Transfer. Should Shipper elect non-uniform rates of flow pursuant to Section 2.6 of this rate schedule, Transporter will provide for (unless Shipper requests otherwise) the hourly transfer of any unused Hourly Scheduled Entitlements to Shipper's upstream Operationally Equivalent Delivery Point in the same geographic region so that such unused Hourly Scheduled Entitlements are combined with Shipper's other Hourly Scheduled Entitlements at such upstream Delivery Point.

(a) Hourly delivery transfers will utilize Alternate Capacity only.

(b) Delivery Points eligible for hourly delivery transfer are identified on the EBB as: 1) Premium Service Delivery Points, and must be listed as primary delivery points on Exhibit A of Shipper's NNTH TSA or 2) alternate Premium Service Delivery Points located on Shipper's primary receipt-to-delivery Flow Path. Transporter will update the list of eligible Delivery Points as experience and operating conditions allow.

2.7 Hourly Delivery Transfer (continued)

(c) Hourly Scheduled Entitlements transferred from a delivery point must be equal to, or less than, Shipper's Hourly Scheduled Entitlement pursuant to Shipper's NNTH TSA, less hourly deliveries to such point resulting from scheduled nominations for delivery to that point.

(d) Hourly delivery transfers to delivery points shall not exceed the quantity limitations for the time periods specified in Shipper's NNTH TSA.

(e) The transfer of such Hourly Scheduled Entitlements may not affect service to any other firm Shipper.

2.8 To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

2.9 Shipper may submit a HEEN pursuant to Section 8.1(i) of the GT&C and in accordance with this rate schedule.

3. CONDITIONS OF SERVICE

3.1 Shipper's daily scheduled quantity at a Delivery Point will be converted to Hourly Scheduled Entitlements based on the hourly profile described in Shipper's NNTH TSA.

3.2 Transporter will provide Shipper with a no-notice gas account equal to +/- 10% of Shipper's TCD to provide hourly no-notice service of up to +/- 10% of Shipper's MDQ at each of the primary delivery points listed on Exhibit A of Shipper's NNTH TSA.

(a) Pursuant to Section 3.2(d) of this Rate Schedule, when delivered quantities are less than scheduled quantities (pack) at a primary delivery point, such variance shall not exceed 10% of Shipper's MDQ and shall be deemed "no-notice pack quantities." Any quantities in excess of the no-notice pack quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.

(b) Pursuant to Section 3.2(e) of this Rate Schedule, when delivered quantities exceed scheduled quantities (draft) at a primary delivery point, such variance shall be deemed "no-notice draft quantities" and shall not exceed the lower of: 1) 10% of Shipper's MDQ, or 2) the difference between the Shipper's MDQ and the scheduled quantity. Any quantities in excess of the no-notice draft quantities will be an imbalance on Shipper's TSA and subject to Section 10 of the GT&C.

3.2 (continued)

(c) Each Day no-notice pack or draft quantities for all delivery points listed in Exhibit A of Shipper's NNTH TSA will be netted together and the net pack added to, or the net draft subtracted from, the no-notice account balance as long as such netting does not serve to effectuate transportation across persistent system constraints.

(d) In the event a pack no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice pack quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the pack no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with pack no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage pack quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice pack account balance does not go below 10% of Shipper's TCD.

(iii) If after reducing the pack no-notice quantities at the first point, the pack no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the pack no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the pack no-notice account balance is reduced to equal 10% of Shipper's TCD.

(e) In the event a draft no-notice account balance were to exceed 10% of Shipper's TCD, points with no-notice draft quantities for that Day will have such no-notice quantities adjusted down by an amount to reduce the draft no-notice account balance to 10% of Shipper's TCD as follows:

(i) The points with draft no-notice quantities for the Day will be ordered from highest to lowest percentage no-notice pack quantity.

(ii) The no-notice percentage at the point with the highest no-notice percentage draft quantity will be reduced to equal the no-notice percentage at the point with the second highest no-notice quantity percentage. Such reduction will be limited so that the no-notice draft account balance does not go below 10% of Shipper's TCD.

3.2 (e) (continued)

(iii) If after reducing the draft no-notice quantities at the first point, the draft no-notice account balance remains in excess of 10% of Shipper's TCD, the no-notice quantities at the first and second points will be reduced by an amount such that the percent no-notice quantity at the first and second points equals the percent no-notice quantity at the third point. Such reduction will be limited so that the draft no-notice account balance does not go below 10% of Shipper's TCD.

(iv) Such process will be repeated until the draft no-notice account balance is reduced to equal 10% of Shipper's TCD.

3.3 Resolution of NNTH Balance.

(a) An NNTH balance shall be resolved through the use of physical make-up or payback gas quantities.

(b) Any TSA may be used to make-up or payback gas quantities.

(c) Make-up or payback nominations shall be made pursuant to Section 6 of the GT&C.

(d) At the end of the Month, an NNTH balance on an NNTH TSA may be netted with an NNTH balance on another NNTH TSA, as long as such netting does not serve to effectuate transportation across persistent system constraints.

(e) An NNTH balance that has not been eliminated for 30 Days will be cashed out at the end of the next Month pursuant to Section 10 of the GT&C.

3.4 A Shipper may request to re-designate a primary point pursuant to Section 8.1(f) of the GT&C.

(a) A Shipper that re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the original point.

(b) Rate Schedule NNTH capacity will become Rate Schedule FT-1 capacity if the Shipper re-designates a primary delivery point to a non-Premium Service Delivery Point or to a non-Operationally Equivalent Premium Service Delivery Point; however, the Shipper will continue to pay the maximum applicable Rate Schedule NNTH rates for such service until the next general rate proceeding.

3.5 Release of Rate Schedule NNTH Capacity.

(a) Shipper may release its Rate Schedule NNTH capacity for service under Rate Schedule NNTH. The Acquiring Shipper will retain hourly service delivery rights, as defined in the Releasing Shipper's NNTH TSA, at the primary delivery points listed in the Releasing Shipper's NNTH TSA. The Acquiring Shipper may nominate to alternate delivery points on a secondary basis subject to the provisions of Section 2.4(d) of this Rate Schedule.

(b) An Acquiring Shipper who re-designates a primary delivery point to another Premium Service Delivery Point will retain hourly service rights at such point if service to the re-designated point is Operationally Equivalent to service at the primary point.

(c) Released Rate Schedule NNTH capacity will become Rate Schedule FT-1 capacity if the Acquiring Shipper re-designates an acquired Delivery Point to a non-Premium Service Delivery Point or a non-Operationally Equivalent Premium Service Delivery Point; however, the Acquiring Shipper will continue to pay the maximum applicable Rate Schedule NNTH rates for such service until the next general rate proceeding.

(d) Shipper may not separately release the no-notice (un-nominated) portion of its NNTH TSA.

3.6 Flow day diversions, pursuant to Section 6.5 of the GT&C, are available to Rate Schedule NNTH Shippers.

3.7 From time to time, Transporter may request Shipper, upon mutual consent, to go out-of-daily balance and/or to take hourly gas quantities in a manner different from its Hourly Scheduled Entitlement or different from its Hourly Contract Entitlement. Any such action will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. Furthermore, Shipper may offer in writing to assist Transporter in system loading needs. Transporter will process such offers in a reasonable and orderly fashion as time permits given the Critical Conditions. Transporter may accept or reject such offer in writing using its best operational judgment. If Transporter accepts such offer, Shipper's actions in helping system loading needs will not result in daily unauthorized overrun penalties, hourly scheduling penalties, or Critical Condition charges pursuant to this rate schedule. However, if Shipper takes any actions without first obtaining the written agreement of Transporter, Shipper will be subject to all applicable penalties and charges.

4. HOURLY POINT RIGHTS

Transporter shall provide defined hourly transportation service at Premium Service Delivery Points pursuant to this Rate Schedule.

4.1 Delivery Points eligible for hourly service must be identified on Transporter's EBB as Premium Service Delivery Points.

4.2 Where deliveries involve service to non-Premium Service Delivery Points, Shipper must take deliveries, or cause deliveries to be taken, at uniform rates of flow and Shipper's hourly rights will be deemed to be 1/24th of daily scheduled quantities at such points.

4.3 A Shipper's total hourly rights at a Delivery Point will be determined by summing Shipper's Hourly Contract Entitlements under all Shipper's TSAs for which gas is scheduled for delivery to such point.

4.4 All nominations are submitted and scheduled in daily quantities. Transporter will apply hourly profiles, pursuant to Shipper's NNTH TSA, to the nominated and confirmed daily quantities to determine Hourly Scheduled Entitlements.

4.5 Gas flows at eligible hourly Delivery Points will be allocated to contracts scheduled to such points in the following order. Within this allocation order, gas flows will be allocated pro rata among all agreements within a category unless the DP Operator designates a different allocation method.

(a) Daily transportation service requiring uniform, 1/24th of scheduled quantity, flow rate, including authorized overruns;

(b) Hourly transportation service providing for Twelve Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

(c) Hourly transportation service providing for Sixteen Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

(d) Hourly transportation service providing for Eight Hour Peaking Service under Rate Schedule FT-H, including authorized overruns;

(e) Hourly transportation service providing for Three Hour Enhanced Service under Rate Schedule FT-H, including authorized overruns;

(f) Daily no-notice transportation service requiring uniform flow rate under Rate Schedule NNTD, including authorized overruns;

(g) Hourly no-notice transportation service providing for Twelve Hour Enhanced Service under Rate Schedule NNTH, including authorized overruns;

4.5 (continued)

(h) Hourly no-notice transportation service providing for Sixteen Hour Peaking Service under Rate Schedule NNTH, including authorized overruns;

(i) Hourly no-notice transportation service providing for Three Hour Peaking Service under Rate Schedule NNTH, including authorized overruns; and

(j) Interruptible hourly swing service pursuant to Rate Schedule IHSW.

4.6 On any Gas Day, using the nomination process, a Shipper may request to reduce its Hourly Contract Entitlement at a Delivery Point to create additional useable daily capacity in the manner described below:

Sixteen Hour Peaking Service may be reduced to Twelve Hour Peaking Service, Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Twelve Hour Peaking Service may be reduced to Three Hour Enhanced Service, or to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity;

Three Hour Enhanced Service may be reduced to a uniform rate of flow, i.e. 1/24th of the daily scheduled quantity.

(a) Such requested reduction must take place in the Timely Nomination Cycle (Cycle 1) or the Evening Nomination Cycle (Cycle 2). Once such reduction has been made, it can not be changed until the next available Cycle 1.

(b) Delivery Point and path capacity that become available as a result of such reduction may be used to provide transportation service for others, including another firm Shipper or interruptible Shipper.

(c) A Shipper who has reduced its Hourly Contract Entitlement will be assessed hourly scheduling penalties based on the lower service option the Shipper has selected.

5. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed NNTH TSA.

5.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rates shall not exceed the applicable maximum rate nor shall they be less than the minimum rate set forth on the currently effective Statement of Rates.

5.2 Mainline Reservation Charges: Shipper shall pay the Reservation Charges applicable to the service option contracted for in the NNTH TSA subject to this Rate Schedule. This charge shall be determined by multiplying Shipper's TCD by the reservation rate specified in the NNTH TSA. The Reservation Charges payable under this Rate Schedule will include all applicable reservation surcharges, unless otherwise provided in the NNTH TSA. Pursuant to Section 12.9 of the GT&C, Shipper may prepay the reservation charge(s) and reservation surcharge(s) under its TSA.

5.3 Mainline Transportation Usage Charge: Unless otherwise provided in the NNTH TSA, Shipper shall pay the maximum rate per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, and Nevada) in which deliveries are made as set forth from time to time on the applicable Statement of Rates. The usage charges payable under this Rate Schedule will include all applicable usage surcharges, unless otherwise provided in the NNTH TSA.

5.4 Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities including any related taxes. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

6. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to a Rate Schedule NNTH Shipper when it is unable to schedule such Shipper's nominated and confirmed quantities on a daily basis pursuant to Section 16 of the GT&C, subject to the conditions of this Rate Schedule.

7. CHARGES

7.1 Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

7.2 Overrun Transportation

(a) Shipper may elect to aggregate or disaggregate its TSAs for purposes of assessing daily authorized overrun transportation and/or daily unauthorized overrun penalties. If Shipper does not submit an election, such Shipper's TSAs shall be aggregated. Such election (including the default election) shall remain in effect unless changed by Shipper. Should Shipper desire to change the election, such Shipper shall notify Transporter no later than the Timely Nomination Cycle on the last Day prior to the effective Month.

7.2 (a) (continued)

(i) On any Day, Shipper may elect to aggregate or disaggregate its TSA(s) by making a separate election when nominating daily authorized overrun transportation on such TSA(s). Such nomination must be submitted no later than the Timely Nomination Cycle on the Day prior to the effective Gas Day. Consequently, that TSA (or TSAs) will be treated pursuant to Section 7.2(b)(i) or Section 7.2(b)(ii) of this rate schedule, as applicable. Should Shipper elect to disaggregate a TSA(s) for a Gas Day, such disaggregate treatment shall apply only to the TSA(s) selected by Shipper for disaggregation; all other TSAs not disaggregated previously shall remain aggregated. Should Shipper elect to aggregate certain TSAs for a Gas Day, such aggregate treatment shall apply only to those TSAs selected by Shipper for aggregation; all other TSAs not selected for aggregation shall remain disaggregated.

(b) Daily Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Transporter may deliver gas quantities at any Delivery Point in excess of Shipper's TCD, as specified in the Executed TSA. Such request for authorized overrun service includes the same Hourly Contract Entitlements provided for in the NNTH TSA pursuant to Section 2.6 of this Rate Schedule. All such quantities shall be delivered as authorized overrun gas on an interruptible basis. Shipper shall pay an amount obtained by multiplying the quantity of such overrun gas delivered by Transporter to Shipper, or for Shipper's account, at each Delivery Point by the daily authorized overrun rate. The daily authorized overrun rate shall be the applicable maximum rate unless otherwise agreed to by Transporter and Shipper. Such rate shall not be less than the applicable minimum rate or more than the applicable maximum rate as set forth on the Statement of Rates.

(i) Disaggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice, authorized overrun quantities will be assessed at the applicable authorized overrun rate for each individual TSA. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply.

7.2 Overrun Transportation (continued)

(b) Daily Authorized Overrun Transportation (continued)

(i) Aggregate Treatment: For purposes of determining a Shipper's daily authorized overrun charges under its invoice and not for determining scheduling priority, authorized overrun quantities will be consolidated for a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), and will be accounted for as if service was provided under a single TSA. However, this consolidation will not cause the Shipper to incur any daily unauthorized overrun quantities that would not have otherwise been assessed under Section 7.2(c) of this rate schedule. In the event the Shipper has requested authorized overrun, the authorized overrun rate will apply. In the event Shipper's quantities have been scheduled and the total scheduled quantities do not exceed TCD, the usage rate will apply. If Shipper incurs a daily authorized overrun quantity on the excess of the aggregated contract total and has executed TSAs pursuant to various rate schedules and/or differing rate levels under the same rate schedule, such daily authorized overrun charge shall be assessed by multiplying the daily authorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(ii) Because daily overrun service is measured by use of a Shipper's TCD pursuant to Section 7.2(b) above, to the extent a Shipper takes daily deliveries in excess of its Delivery Point MDQ at one Delivery Point but below TCD at all Delivery Points, such quantities will be charged the usage rate and will be treated as imbalance quantities rather than overrun quantities if the quantities have not been scheduled.

(c) Daily Unauthorized Overrun Transportation.

(i) Disaggregate Treatment: For a Shipper that has elected to disaggregate its TSAs or that has a single firm TSA, a daily unauthorized overrun penalty shall be assessed for each Day in which gas quantities physically taken at all Delivery Points, as allocated to Shipper at such points pursuant to Section 10.5 of the GT&C, exceed the Shipper's TCD, as specified in the Executed TSA, plus any authorized overrun quantities. For purposes of calculating the daily unauthorized overrun penalty, such excess quantities shall be deemed to be the daily unauthorized overrun quantity. Authorized overrun quantities are not included in the calculation of an unauthorized overrun penalty.

7.2 Overrun Transportation (continued)

(c) Daily Unauthorized Overrun Transportation (continued)

(ii) Aggregate Treatment: For a Shipper with multiple TSAs (inclusive of TSAs under other rate schedules, if applicable), for purposes of determining a Shipper's daily unauthorized overrun penalties, allocated gas quantities and, separately, contract entitlements will be aggregated. Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities.

A. In the event Shipper is subject to a daily unauthorized overrun penalty and has executed TSAs pursuant to various rate schedules, such daily unauthorized overrun penalty shall be assessed by multiplying the daily unauthorized overrun quantity by the weighted average of the 100% load factor rate under all such TSAs with the weighting based upon the TCD of each TSA.

(iii) The daily unauthorized overrun penalty (non-Critical or Critical, as applicable) shall be assessed based on the application of Safe Harbor Tolerance Quantities as described in Section 7.2(c)(iv) of this rate schedule. Shipper shall pay an amount obtained by multiplying the daily unauthorized overrun penalty quantity (less the Safe Harbor Tolerance Quantities) by the daily unauthorized overrun rate set forth on the Statement of Rates, except as provided in Section 7.2(c)(ii) of this rate schedule.

(iv) In non-Critical Conditions, a Shipper is given the benefit of a daily Safe Harbor Tolerance Quantity equal to the greater of 7% of its TCD or 2,000 dth per Day. In Critical Conditions, a Shipper is given the benefit of daily Safe Harbor Tolerance Quantities as determined and applied pursuant to Section 11.1(a)(viii) and 11.1(i) of the GT&C. Should the daily unauthorized overrun quantity exceed the applicable Safe Harbor Tolerance Quantities, only those quantities taken in excess of such tolerances shall be subject to the daily unauthorized overrun penalty (Critical or non-Critical, as applicable). Should Shipper's overrun quantities not exceed the daily Safe Harbor Tolerance Quantities, such overrun quantities shall be assessed the daily authorized overrun rate in recognition of service rendered.

(v) Daily unauthorized overrun amounts consist of two components, a charge to cover the costs of providing transportation service and a penalty applicable to the unauthorized overrun activity. Pursuant to Section 14.2 of the GT&C, Transporter will retain the "charge" component and will credit the "penalty" component to Shippers.

7.2 Overrun Transportation (continued)

(c) Daily Unauthorized Overrun Transportation (continued)

(vi) Pursuant to Section 7.2(c)(iii) of this Rate Schedule, if the daily unauthorized overrun quantity contains non-telemetered quantities due to the lack of daily measurement equipment or the lack of active telemetry capability of the equipment, such non-telemetered quantities shall be assessed at the authorized overrun rate, but only for a quantity less than or equal to the daily unauthorized overrun quantity.

8. FUEL AND L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's NNTH TSA. Unless otherwise agreed, the Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

9. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the NNTH TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the hourly transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for firm transportation service of Section 8.1, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance procedures of Section 10, Critical Condition procedures of Section 11.1, and reservation charge credit provisions of Section 16 are applicable to this Rate Schedule.

RATE SCHEDULE IT-1
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the transportation of Natural Gas on an interruptible basis by Transporter when Shipper and Transporter have an Executed TSA, in the form contained in this Volume No. 1A Tariff, for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Natural Gas transported by Transporter for Shipper pursuant to the Executed TSA, provided that:

2.1 Transportation service hereunder shall be interruptible, subject to the provisions of the Executed TSA and to the GT&C incorporated herein by reference.

2.2 Transportation service shall consist of the acceptance by Transporter of Natural Gas on behalf of Shipper for transportation at the Receipt Point(s), the transportation of that Natural Gas through Transporter's pipeline system, and the delivery of that Natural Gas, after appropriate reductions, by Transporter to Shipper or for Shipper's account at the Delivery Point(s).

2.3 Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the Receipt or Delivery Point(s) to effect receipt or delivery of the gas, it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments.

2.4 Shipper has met the creditworthiness requirements of Section 4.16 of the GT&C.

2.5 Rates of Flow.

(a) Except as otherwise provided in this Tariff, gas quantities received by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Receipt Points. Except as otherwise provided in this Tariff, gas quantities delivered by Transporter in any hour shall not exceed 1/24th of Shipper's scheduled quantity at such Delivery Points.

(b) Except as otherwise provided in this Tariff, Shipper must balance its daily receipts and daily deliveries at the end of each Gas Day.

2.5 Rates of Flow (continued)

(c) To calculate the actual measured hourly rate of flow, should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

3. RATE

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively discount any or all of the rates on the Statement of Rates applicable to any individual Shipper; provided, however, that such discounted rates shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

3.2 Transportation Charges. Shipper shall pay the sum of the following, if applicable:

(a) Mainline Transportation Usage Charges. The rate(s) in effect and reflected from time to time as the maximum "Mainline Transportation Charges," unless otherwise provided, applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, Nevada or California) in which deliveries are made, as set forth on the currently effective Statement of Rates. The Mainline Transportation Charges applicable to a TSA subject to this rate schedule shall be determined by multiplying the quantity of Natural Gas delivered in dth by the rate specified in the TSA. The usage charge payable under this rate schedule shall include all applicable usage surcharges unless otherwise provided in the TSA.

(b) Willcox Lateral Facilities Usage Charge. This charge is applicable to those TSAs which provide service using the Willcox Lateral. The charge consists of the maximum rate, unless otherwise provided, set forth from time to time on the currently effective Statement of Rates multiplied by Shipper's scheduled quantity. Since this charge pertains only to the Willcox Lateral, upstream rights or alternate point rights as described in this Tariff shall apply only to Receipt and Delivery Points on the Willcox Lateral.

3.2 Transportation Charges (continued)

(c) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper shall pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall: 1) make a one-time 100 percent reimbursement for the cost of facilities or 2) pay the cost of facilities through installment payments over a period of time. If the Parties agree that Shipper shall pay Transporter for the facilities via installments, the facility charge shall include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties. If a contribution in aid of construction ("CIAC") is paid by the Shipper in accordance with a construction of facilities agreement and such transaction is determined to be taxable, the CIAC (where a Shipper agrees to pay for all or part of the facilities) shall be increased by an amount to compensate for the corporate income tax effects thereof.

(d) Other Charges. Transporter shall charge Shipper and Shipper shall pay for any other FERC-approved charges that apply to service under this Rate Schedule.

3.3 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. FUEL and L&U

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel and L&U necessary to support the transportation of Natural Gas pursuant to Shipper's Executed TSA. The Fuel and L&U charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C. The Fuel charge may be discounted by Transporter; provided, however, that the discounted charge shall not be less than actual Fuel incurred for the transaction being discounted.

5. CHARGES

Shipper shall pay hourly scheduling penalties, if applicable, pursuant to Section 14.1 of the GT&C.

6. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, including the flow day diversion provisions of Section 6.5, the operating provisions for interruptible transportation service of Section 8.2, the requests for services of Section 4, the Fuel provisions of Section 13, the monthly imbalance management provisions of Section 10, and the Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule.

RATE SCHEDULE IHSW
Interruptible Hourly Swing Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for hourly deliveries of Natural Gas on an interruptible basis by Transporter under the following conditions:

1.1 Shipper has met the creditworthiness requirements of this Tariff.

1.2 Shipper and Transporter have executed a TSA for the IHSW service in the form contained in this Tariff ("IHSW TSA").

1.3 Shipper has an Executed TSA(s) under Transporter's Rate Schedules FT-1, FTH-V, FT-H, NNTD, NNTH and/or IT-1 for the transportation of gas ("Transport TSA(s)").

1.4 IHSW service is available only at Delivery Points identified as Premium Service Delivery Points on Transporter's EBB.

1.5 IHSW service is available to any party meeting the requirements of this Rate Schedule including DP Operators.

1.6 A DP Operator shall have the flexibility to apply IHSW service to hourly quantities under one of the pre-determined allocation methods described in Section 10.5 of the GT&C.

(a) If a DP Operator utilizes IHSW service it may choose to associate such service with the Operator Sweep method option pursuant to Section 10.5. In this event, the Operator's OSA shall be defined as a Transport TSA for purposes of this rate schedule only.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas delivered by Transporter for Shipper pursuant to the IHSW TSA.

2.2 Delivery service hereunder shall be interruptible, subject to the provisions of the IHSW TSA and to the GT&C incorporated herein by reference.

2.3 IHSW service is provided to accommodate hourly flow variations above Hourly Scheduled Entitlements, based on total quantities scheduled on Transport TSAs, at each Premium Service Delivery Point.

2.4 Subject to 2.4(a) and 2.4(b) of this rate schedule, IHSW service consists of Transporter delivering gas quantities at a Delivery Point on Shipper's behalf that are equal to the difference between the total Hourly Scheduled Entitlements at such Delivery Point, as defined by the daily scheduled quantity and specified hourly rights in the Transport TSAs scheduled to the Delivery Point, and the actual hourly gas flows at such point.

(a) In any hour, IHSW service commences once the actual hourly flow at a Delivery Point exceeds the Safe Harbor Tolerance Quantities based on the total of the Hourly Scheduled Entitlements for such point on the applicable Transport TSAs. IHSW rates shall only apply to those quantities in excess of the Safe Harbor Tolerance Quantities.

(b) Transporter will allocate to the IHSW TSA that portion of the difference between Shipper's Hourly Scheduled Entitlement quantities based on its daily scheduled quantity at an eligible Delivery Point and the quantity actually taken at such point that is in excess of the applicable Safe Harbor Tolerance Quantities, up to the limitations set forth in Section 3.4 of this rate schedule.

2.5 IHSW service is an automatic service; it is not nominated. Transporter will apply contracted hourly rights, based on the Transport TSA(s) scheduled to the Delivery Point, to the daily scheduled quantity to determine hourly quantities.

2.6 Should both a firm Shipper and a Rate Schedule IT-1 Shipper each use a separate IHSW TSA for deliveries to the same Delivery Point, the DP Operator shall indicate which hourly service agreement is assumed to be used first. If the DP Operator does not so indicate, the Rate Schedule IT-1 related IHSW agreement ("IT IHSW") shall be used first.

3. CONDITIONS OF SERVICE

3.1 Transporter may, due to operational constraints, suspend the availability of IHSW service on any Day and at any time during the Gas Day prior to the close of the nomination period for Cycle 5.

3.2 A Shipper who acquires capacity subject to the provisions of Section 9 of the GT&C may use IHSW service in conjunction with such capacity for at least one Month at a time.

3.3 Shipper may use its IHSW TSA in conjunction with multiple TSA(s). Shipper shall notify Transporter of its election of designated TSAs applicable at a Delivery Point prior to the last Business Day of the Month preceding the effective Month; such election shall be for a period of no less than one Month.

3.4 IHSW service shall not be applicable to the aggregate sum of any hourly variation greater than 160% of 1/24th of each TSA's daily scheduled quantities at a Delivery Point. Actual hourly flow quantities under the related TSA(s) greater than 160% of 1/24th of the sum of the applicable scheduled quantities shall be treated as Hourly Scheduling Penalty Quantities under the applicable Transport TSA(s) and shall not be IHSW quantities.

3.5 Any daily imbalance will remain on the Transport TSA(s).

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the executed IHSW TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

4.2 Shipper shall pay, unless otherwise provided in the IHSW TSA, the maximum rate(s) per dth applicable to the delivery zones (Production Area, Texas, New Mexico, Arizona, and Nevada) in which deliveries are made, as set forth from time to time on the applicable Statement of Rates. Each Day, Shipper shall pay an amount obtained by multiplying the IHSW quantity at each Delivery Point by the applicable rate for such Delivery Point.

4.3 The usage charges payable under this rate schedule will include all applicable surcharges, unless otherwise provided in the TSA.

5. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the IHSW TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for interruptible transportation service of Section 8.2, the requests for services of Section 4, and Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule.

RATE SCHEDULE ISS
Interruptible Storage Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the storage of Natural Gas on an interruptible basis by Transporter under the following conditions:

1.1 Transporter determines it has sufficient operationally available and uncommitted capacity to perform the interruptible storage service requested;

1.2 Shipper has met the creditworthiness requirements of this Tariff;

1.3 Shipper has an Executed TSA for the interruptible storage service in the form contained in this Tariff ("ISS TSA"); and

1.4 Shipper has an Executed TSA under Transporter's Rate Schedules FT-1, FT-H, NNTD and/or NNTH ("Transport TSA") for the transportation of gas to and from "Pipeline Storage". Such Transport TSA must be for a term equal to or greater than the ISS TSA.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all Natural Gas stored by Transporter for Shipper pursuant to the executed ISS TSA.

2.2 Storage service hereunder shall be interruptible, subject to the provisions of the Executed ISS TSA and to the GT&C incorporated herein by reference.

2.3 Interruptible storage service hereunder shall consist of:

(a) Transporter injecting nominated and confirmed Natural Gas quantities into storage on an interruptible basis;

(b) Transporter storing gas quantities on Shipper's behalf on an interruptible basis; and

(c) Transporter withdrawing nominated and confirmed Natural Gas quantities from storage on an interruptible basis.

2.4 On any Gas Day, any TSA may be used to transport gas to and from storage.

3. CONDITIONS OF SERVICE

3.1 Interruptible storage service must be nominated and confirmed to the ISS TSA in accordance with the provisions of Section 6 of the GT&C.

3.2 Upon issuance of a notice of Critical Condition that affects Transporter's use of pipeline capacity for higher priority services or operational requirements, Transporter may require Shipper to 1) suspend its injections into storage, 2) suspend its withdrawals from storage, or 3) withdraw its storage inventory on an expedited basis. Notification of the required activity shall be made pursuant to the notification procedures of Section 6.1(a)(xii) of the GT&C.

(a) Such notification shall only be made when the required Shipper action is necessary to protect the operational integrity and flexibility of Transporter's pipeline system or to allow Transporter to fulfill higher priority commitments.

(b) Upon notification by Transporter of required expedited storage withdrawals, Shipper will be required to submit a nomination pursuant to Section 6 of the GT&C in the next available nomination cycle to withdraw, no later than the next Gas Day, the greater of ten percent of Shipper's existing interruptible inventory or 5,000 Dth. Withdrawals at the same rate on subsequent Gas Days may also be required by Transporter.

(i) Should Transporter receive a valid nomination complying with a notification to withdraw but be unable to confirm or schedule such nomination, the obligation of Shipper to comply with that notification, but not the obligation to submit nominations, shall be suspended until such time as Transporter's operational conditions permit such nomination to be confirmed and scheduled.

(ii) Unless otherwise agreed by Transporter and Shipper, any storage inventory not nominated for withdrawal within the period of time specified by Transporter shall become the property of Transporter at no cost to Transporter and free and clear of any adverse claims.

4. RATE

Shipper shall pay to Transporter each Month the charges set forth below under the Executed ISS TSA.

4.1 Transporter, at its sole discretion, may from time to time and at any time, selectively discount any or all of the rates stated below applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates.

4.2 Shipper shall pay, unless otherwise provided in the ISS TSA, the maximum rate(s) per dth set forth from time to time on the applicable Statement of Rates. Shipper shall pay an amount obtained by multiplying the average daily balance of gas stored by Transporter for Shipper's account during the Month by the applicable storage inventory rate.

4.3 In addition to the storage inventory rate provided in Section 4.2 of this rate schedule, Shipper shall pay a commodity charge consisting of the sum of the following components:

(a) Quantity Injection Charge. The Quantity Injection Charge shall be the product of the Quantity Injection Rate multiplied by the quantity scheduled for injection into storage for Shipper's account each Month. Unless otherwise provided in the ISS TSA, the Quantity Injection Rate shall be the maximum rate(s) per dth set forth from time to time on the currently effective Statement of Rates.

(b) Quantity Withdrawal Charge. The Quantity Withdrawal Charge shall be the product of the Quantity Withdrawal Rate multiplied by the quantity delivered from storage for Shipper's account each Month. Unless otherwise provided in the ISS TSA, the Quantity Withdrawal Rate shall be the maximum rate(s) per dth set forth from time to time on the currently effective Statement of Rates.

4.4 No surcharges are applicable to service under this Rate Schedule. Surcharges, where applicable, will be assessed on the downstream component of the transportation service associated with the withdrawal of the gas from storage.

4.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.9 of the GT&C. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

5. FUEL

In addition to the payments made pursuant to the other provisions of this Rate Schedule, Shipper shall provide and be responsible for the Fuel necessary to support the injection and storage of Natural Gas pursuant to Shipper's ISS TSA. Fuel will be assessed on the injection quantity. Unless otherwise agreed, the Fuel charge shall be set forth on the applicable Statement of Rates and shall be subject to adjustment in accordance with Section 13 of the GT&C.

6. TRANSFER OF GAS IN PLACE

6.1 Transfer of Gas in Place. A Shipper ("Transferor") may sell gas in its storage account to another Party ("Transferee"), pursuant to this Rate Schedule provided:

(a) Transferor has all necessary authority to sell the gas.

(b) Subject to the scheduling provisions of Section 6 of the GT&C, Transferee and Transferor submit a nomination notifying Transporter of the sale of stored quantities.

(c) Transporter verifies that the Transferor has sufficient gas quantity in its storage account to effectuate the transfer.

6.1 Transfer of Gas in Place (continued)

(d) On the date the transfer is to become effective, the Transferee shall have an Executed ISS TSA to accommodate the quantity being acquired from the Transferor.

(i) Transporter is not obligated to immediately withdraw transferred gas quantities from storage.

(ii) Transferee is not obligated to immediately withdraw transferred gas quantities from storage; however, transferred quantities shall be subject to the terms and conditions of Transferee's ISS TSA.

7. TERMINATION OF STORAGE SERVICE

7.1 Shipper is required to remove all stored quantities no later than the termination date of the ISS TSA. Upon termination of the ISS TSA, any stored quantity not removed shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Transporter shall extend the time by one Day for each Day that Shipper submits a valid nomination for the withdrawal of stored quantities that it is unable to confirm or schedule due to operational reasons.

7.2 Shipper is required to remove all stored quantities no later than the termination date of Shipper's Transport TSA. Upon termination of Shipper's Transport TSA, any gas quantity still in storage shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.

8. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the ISS TSA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof. In particular, but without limitation, the scheduling provisions of Section 6, the operating provisions for interruptible transportation service of Section 8.2, the requests for services of Section 4, the Fuel provisions of Section 13, the imbalance management provisions of Section 10 and Critical Condition procedures of Section 11.1 are applicable to this Rate Schedule.

RATE SCHEDULE PAL
Interruptible Parking and Lending Service

1. AVAILABILITY

This Rate Schedule is available to any Shipper for the short-term parking and lending of Natural Gas on an interruptible, non-discriminatory basis, by Transporter when and to the extent that:

1.1 Transporter has determined, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide interruptible Parking and Lending service without detriment or disadvantage to Transporter's firm obligations, system operational needs and interruptible transportation service;

1.2 Shipper has met the creditworthiness requirements of Section 4.16 of the GT&C; and

1.3 Shipper and Transporter have executed an interruptible Parking and Lending Service Agreement ("Agreement") and related Park and Loan Service Request Order ("PAL RO") pursuant to the terms of this Rate Schedule and the PAL Form of Service Agreement. When executed by Transporter and Shipper, the underlying PAL RO shall evidence the parties' agreement as to the terms of the particular transaction(s) to park and loan Natural Gas pursuant to the Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by Transporter for Shipper.

2.1 All receipt and delivery locations on Transporter's system are locations eligible for PAL service ("PAL Points"), unless otherwise posted by Transporter on its EBB from time to time. All PAL Points will be made available to Shipper on a non-discriminatory basis.

2.2 PAL service under this Rate Schedule is an interruptible service providing for:

(a) Parking Service -- Parking Service shall consist of a Shipper delivering gas quantities to Transporter at a designated PAL Point on a designated date(s), as requested in the PAL RO and approved by Transporter, for holding and Transporter's subsequent withdrawal of parked quantities of gas to Shipper on the date(s) designated in the PAL RO at the same PAL Point where Shipper delivered the gas, pursuant to the PAL RO and Section 4 of this Rate Schedule.

2.2 (continued)

(b) Lending Service -- Lending Service shall consist of Transporter's advancement of gas quantities to Shipper at a designated PAL Point on the designated date(s), as specified in the PAL RO and approved by Transporter, and Shipper's subsequent payback of such advanced (loaned) quantities by Shipper to Transporter at the same PAL Point where the loan occurred, pursuant to the PAL RO and Section 4 of this Rate Schedule.

(c) Parked quantities must be withdrawn or loaned quantities must be paid back to the original designated point. The PAL RO cannot be used to transport Natural Gas to or from the original PAL Point specified in the PAL RO.

(d) Gas quantities may be delivered to a PAL Point for parking or payback of a loan from Receipt Points on Transporter's system.

2.3 Service under this Rate Schedule shall be subject to all applicable provisions of the GT&C, the executed Agreement, and the executed PAL RO.

2.4 Parking and Lending service rendered under this Rate Schedule shall be provided for a minimum term of one (1) Day.

2.5 In no event shall Transporter be required to provide service under this Rate Schedule that would require Transporter to install, operate, acquire or maintain any additional facilities.

3. RATES AND CHARGES

3.1 Transporter, at its sole discretion, may from time to time and at any time selectively discount any or all of the rates on the Statement of Rates applicable to any individual Shipper pursuant to Section 4.17 of the GT&C; provided, however, that such discounted rates shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on the currently effective Statement of Rates. Downward adjustment to any rate shall be for a specific term.

3.2 Shipper shall pay to Transporter each Month the following charges for gas parked or loaned at each PAL Point for Shipper's account as set forth in the PAL RO. Daily parked quantities and loaned quantities on the same PAL RO shall be netted for daily billing purposes. The PAL RO shall be posted on Transporter's EBB.

(a) Parking and Lending Charge: The rate per dth specified in the executed PAL RO multiplied by the total quantity of gas parked or loaned at each PAL Point for Shipper's account for each Day service is rendered by Transporter.

(b) Surcharges: No surcharges are applicable to PAL service under this Rate Schedule.

(c) Fuel Charges: Fuel charges are not applicable to service under this Rate Schedule.

3.3 Authorized overrun charges shall be assessed on a daily basis for any nominated and confirmed quantities that exceed the PAL RO's Daily PAL Quantity. Authorized overrun charges will be assessed at the rate listed on the Statement of Rates for overrun charges, unless otherwise agreed to in writing by Transporter.

3.4 In circumstances where Transporter is unable to confirm a valid PAL nomination to pay back a loan or to remove parked quantities, the Parking or Lending charge shall be reduced to $0.0000 per Dth for that Day for the quantities Transporter is unable to confirm. If the Day on which Transporter is unable to confirm a valid nomination under this Rate Schedule to pay back loaned quantities or to withdraw parked quantities is the final Day of the term of the PAL RO, the term shall be automatically extended for one Day and the applicable service charge(s) for the additional Day shall be $0.0000 per Dth.

3.5 Transporter and Shipper may mutually agree to extend the term of the PAL RO and the rate applicable to the PAL RO for an additional amount of time.

4. SCHEDULING PAL SERVICE

4.1 Shipper shall nominate PAL service under this Rate Schedule in accordance with the nomination procedures set forth in the GT&C.

4.2 PAL service may be interrupted at any time and such interruption may be in effect for extended periods of time. Interruption of PAL service may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Transporter in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.

4.3 If allocations become necessary, scheduling of PAL services will be based on the priorities for parking and lending services established in Section 6.2 of the GT&C.

4.4 Shipper shall not pay back more than the quantity loaned nor withdraw more than the quantity parked under the PAL RO.

5. INTERRUPTION OR TERMINATION OF PAL SERVICE

5.1 Shipper may be required, upon notification from Transporter, to withdraw quantities of gas previously provided to Transporter under the Parking Service, or pay back quantities of gas previously loaned to Shipper under the Lending Service. Such notification shall only be made when the required Shipper action is necessary to protect the operational integrity of Transporter's pipeline system or to allow Transporter to fulfill higher priority commitments. Such notification shall be made pursuant to the notification procedures of Section 6.1(a)(xii) of the GT&C.

5.2 Should Transporter notify Shipper to withdraw or pay back quantities of gas pursuant to Section 5.1 of this rate schedule, Transporter's notification shall specify the time by which Parking Service quantities shall be withdrawn, and/or Lending Service quantities shall be paid back. The time period in which Shipper must act will be determined based on the necessity to protect and ensure firm service. However, absent a mutual agreement between Transporter and Shipper, in no event shall the specified time be less than three Days from the date of Transporter's notification. Quantities withdrawn or paid back on dates other than those indicated on the PAL RO pursuant to this Section 5.2 shall be assessed the rates stated in the PAL RO.

5.3 Unless otherwise agreed by Shipper and Transporter, any parked quantity not withdrawn as required by Section 5.1 of this rate schedule shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, and, any loaned quantity not paid back as required by Section 5.1 of this rate schedule shall be sold to Shipper at 150% of the Monthly System Cash Out Index Price for the Month in which the gas is retained, calculated pursuant to Section 10.3(c) of the GT&C.

5.4 Should Transporter receive a valid PAL nomination complying with a notification pursuant to Section 5.1 of this rate schedule but be unable to confirm or schedule such nomination, the obligation of Shipper to comply with that notification, but not the obligation to submit nominations, shall be suspended until such time as Transporter's operational conditions permit such nomination to be confirmed and scheduled. Furthermore, under the circumstances described by this Section 5.4, the penalty provision of Section 5.3 of this rate schedule shall not apply until such nomination is able to be confirmed and scheduled. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term of the PAL RO for the amount of time that the transaction was unable to be scheduled.

5.5 Shipper is required to withdraw all parked quantities and pay back all loaned quantities no later than the termination date of the PAL RO. In the event parked quantities remain in Transporter's system and/or loaned quantities have not been paid back to Transporter's system after the expiration of any PAL RO executed by Shipper and Transporter, the resolution of such quantities shall occur under the following procedures:

(a) Transporter and Shipper may mutually agree to modified terms of the PAL RO (including an extended time frame and/or rate) to permit Shipper to pay back and/or withdraw such quantities.

(b) If Transporter and Shipper do not agree to modified terms pursuant to Section 5.5(a) of this Rate Schedule, any parked quantity remaining in Transporter's system shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, and, any loaned quantity not paid back shall be sold to Shipper at 150% of the Monthly System Cash Out Index Price, calculated pursuant to Section 10.3(c) of the GT&C, for the Month in which the PAL RO terminates.

5.6 Shipper or its suppliers shall be responsible for reporting and payment of any royalty, tax, or other burdens on Natural Gas quantities received by Transporter and Transporter shall not be obligated to account for or pay such burdens.

6. EXECUTION OF AGREEMENTS

Upon Shipper's request for PAL service, Transporter will provide one Agreement to be electronically executed to each Shipper requesting PAL service. The Agreement will evidence the intent of the parties that the Agreement, in combination with information provided on all subsequent PAL ROs executed by Shipper, will comprise the contractual agreement of the parties.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed Agreement and PAL RO(s), all of the GT&C contained in this Tariff, including without limitation any future modifications, additions or deletions to said GT&C, are applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof. For purposes of this Rate Schedule, the term "PAL RO" shall be substituted for all references to the term "Transportation Service Agreement" (or "TSA") where such term appears in the GT&C.

RATE SCHEDULE OPAS
Operator Point Aggregation Service

1. AVAILABILITY

This Rate Schedule is available to any DP Operator that currently receives or will receive gas from Transporter at multiple individual delivery meters that meet the requirements of Section 5.7(b) of the GT&C. This rate schedule does not apply to transportation service at a single meter or a collection of meter runs at a single location. This service permits the Transporter to use the aggregation of individual delivery meters into D-Codes provided for under this rate schedule for purposes of nominations, scheduling, allocations and invoicing under TSAs. Operator Point Aggregation Service will be provided by Transporter when:

1.1 Transporter and a DP Operator mutually agree to: (i) the aggregation of individual delivery meters into D-Codes; (ii) an MDO and an MHO at each delivery meter within each such D-Code; and (iii) such other conditions as may be necessary to ensure the reliability of firm service to all Shippers; and

1.2 Transportation service to delivery meters is accomplished through Rate Schedules FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH and IT-1.

1.3 The Operator has executed an Operator Point Aggregation Service Agreement ("OPASA") in the form contained in this Tariff for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all nominating, scheduling, allocation and invoicing activity provided by Transporter under any TSA for transportation service at a D-Code, when that D-Code is covered by an effective OPASA.

2.2 Service hereunder shall be subject to the provisions of the executed OPASA and to the GT&C incorporated herein by reference.

2.3 Service hereunder shall consist of the aggregation by Transporter at the D-Code level, for the purposes of nominating, scheduling, allocation and invoicing, of the quantities of Natural Gas delivered to any of the individual delivery meters within a D-Code on behalf of the DP Operator and/or any other Shipper requesting transportation at such delivery meters/D-Codes pursuant to any TSA. DP Operators shall have the right to deliveries of quantities up to the MDO and the MHO at any individual meter station within an effective D-Code.

2.4 Transporter shall not be obligated to construct, modify or acquire facilities or gas supplies to perform service under this Rate Schedule.

2.5 The OPASA shall identify the subject D-Codes, MDO and MHO at each delivery meter within each such D-Code.

(a) The MDO and the MHO for a delivery meter shall not exceed the meter capacity at that Delivery Point or the upstream capacity available on a firm basis to serve that delivery meter.

(b) DP Operators may utilize different delivery meters within their designated D-Code; however, Transporter shall have no obligation to provide service above the MDO, the MHO, or the applicable MDQ for a D-Code.

(c) Pressure obligations at any meter in a D-Code will be specified in either the OPASA or a TSA covering that D-Code.

(d) In the event that Transporter determines that changes in system operations result in a D-Code, MDO and/or MHO levels that may potentially degrade the firm rights of other Shippers or firm service reliability, Transporter shall promptly notify the affected DP Operator that Transporter deems it necessary to revise that D-Code, MDO and/or MHO levels to protect Shippers on its system. Such revision(s) will be undertaken pursuant to Section 6 of this rate schedule. If the parties agree to the revisions, the OPASA shall be amended or replaced to reflect the change and the revised D-Code designation, MDO and/or MHO levels shall be posted on Transporter's EBB. If the parties fail to agree to the revisions, then either party may terminate the OPASA on fourteen Days notice. Transporter shall provide DP Operator with the operational reasons for termination when such termination is the result of the parties' failure to agree to a revised D-Code or a revised MDO/MHO level.

2.6 All effective D-Codes, together with their associated individual delivery meters and related MDOs will be identified on Transporter's EBB.

2.7 To the extent required by Transporter for informational purposes, the DP Operator must designate the individual meter(s) at which alternate firm or any interruptible transportation service will be taken.

2.8 DP Operator shall have the option of electing one alternative set of MDOs/MHOs for meters in a D-Code. The alternative set must be mutually agreed to by Transporter and DP Operator when the OPASA is executed or modified. The alternative set would apply depending on the level of alternate firm or interruptible transportation that the DP Operator confirms at the D-Code. DP Operator shall notify Transporter prior to the Timely Nomination Cycle 1 for the Gas Day that the alternative set of MDOs/MHOs will be used.

2.9 Should the DP Operator take gas on an hourly or daily basis at any individual delivery meter that exceeds the MHO or the MDO, respectively, for that meter, DP Operator will pay an MDO/MHO violation penalty pursuant to Section 4 of this rate schedule.

3. RATE

3.1 Rates. DP Operators shall not be charged any rates by Transporter for service under this Rate Schedule; however, the DP Operator will be subject to the MHO/MDO violation penalties described in Section 4 of this rate schedule.

3.2 Surcharges: No surcharges are applicable to service under this Rate Schedule.

3.3 Fuel Charges: Fuel charges are not applicable to service under this Rate Schedule.

4. MHO or MDO VIOLATION PENALTIES

4.1 On any Day, any Flowing Gas quantity at a delivery meter which exceeds the MDO for that meter is an MDO violation. DP Operator shall pay an amount obtained by multiplying the quantity taken in excess of the MDO by the penalty rate listed on the applicable Statement of Rates for a Critical or non-Critical Condition as appropriate.

4.2 In any hour, any Flowing Gas quantity at a delivery meter which exceeds the MHO for that meter is an MHO violation. DP Operator shall pay an amount obtained by multiplying the quantity taken in excess of the MHO by the penalty rate on the applicable Statement of Rates for a Critical or non-Critical Condition as appropriate.

4.3 DP Operator shall pay only one penalty when Shipper's MHO violation penalties result in an MDO violation penalty. DP Operator shall pay the higher of the MDO violation penalty amounts at that point calculated pursuant to Section 4.1 of this rate schedule or the MHO violation penalty amount at that point calculated pursuant to Section 4.2 of this rate schedule.

4.4 If the actions of a Shipper result in the DP Operator being assessed an MHO or an MDO violation penalty, and both Shipper and DP Operator are the same contracted party, only one penalty/charge will be assessed. The Party will pay the highest of the following: 1) the appropriate MHO or MDO violation penalty pursuant to this Section 4, 2) an hourly scheduling penalty pursuant to Section 14.1 of the GT&C, 3) the daily unauthorized overrun penalty pursuant to the applicable rate schedule, or 4) the Critical Condition (SOC/COC) charge pursuant to Section 11.1 of the GT&C.

4.5 MDO and MHO violation penalties shall not be assessed at delivery meters that do not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

4.6 Transporter shall post monthly on its EBB, for informational purposes only, MDO and MHO violation quantities applicable to each DP Operator. Such report shall be posted coincident with the issuance of Shipper imbalance statements and shall include information specific to DP Operator's D-Codes, related meters and the associated MDO and MHO violation quantities.

5. MDO/MHO Transfer

Transporter will provide for (unless DP Operator requests otherwise) the transfer of any unused MDO/MHO quantities to the next eligible upstream delivery meter(s) so that such unused MDO/MHO quantities are combined with DP Operator's other MDO/MHO quantities at such delivery meter.

5.1 Transfer Conditions

(a) MDO/MHO transfers are limited to meters within a single transfer route in a D-Code.

(b) Mainline meters and taps are excluded from MDO/MHO transfer.

(c) Transporter shall post the eligible MDO/MHO transfer routes on its EBB.

(d) Subject to any specified limitations in the DP Operator's OPASA or the Shipper's TSA, the pressure obligation specified on such OPASA or TSA for each meter shall be applicable to quantities taken at that meter, up to the transferred quantity plus the original MDO/MHO.

(e) Should gas quantities taken by the DP Operator at any meter (after including the transferred MDO/MHO quantity) exceed the adjusted MDO quantity for that meter:

(i) The MDO/MHO violation penalty pursuant to Section 4 of this rate schedule shall be charged on the quantities taken by DP Operator that exceed the adjusted MDO/MHO quantities for that meter within the transfer route.

(ii) MDO/MHO transfers are not applicable to meters upstream of any meter that exceeds its adjusted MDO quantity.

(iii) Transporter shall be relieved of any pressure obligation for meters within the transfer route that were specified in the OPASA or the TSA.

5.2 Daily Obligation Transfer. The MDO quantity (including the transferred MDO quantity) at a delivery meter shall not exceed the lesser of 1) the design capacity of the measurement facility at the delivery location or 2) the D-Code MDQ.

5.3 Hourly Obligation Transfer. The MHO quantity (including the transferred MHO quantity) at a delivery meter shall not exceed the lesser of 1) the hourly capacity flow rate of the measurement facility at the delivery location or 2) the firm contracted D-Code hourly entitlement.

(a) MHO quantities associated with transferred MDO quantities will be calculated by dividing the applicable transferred MDO quantity by 24.

5.4 Transporter reserves the right to suspend the transfer of unused MDO or MHO quantities if another party may be harmed by the DP Operator's actions or if the potential MDO/MHO transfer may affect service to any Shipper.

(a) Should Transporter be aware of any event (e.g., maintenance) that would necessitate the suspension of MDO/MHO transfers, Transporter will post a notice of such suspension on its EBB as soon as reasonably possible.

(b) If it becomes necessary to suspend MDO/MHO transfers within the Gas Day, Transporter will post a notice of such suspension on its EBB prior to the close of the nomination period for Cycle 5.

6. MDO/MHO QUANTITY REDUCTIONS

6.1 Pursuant to Section 2.5(d) of this Rate Schedule, Transporter shall notify the affected DP Operator when MDO/MHO quantities must be reduced. The DP Operator will be notified by telephone and in writing that a change is necessary. Such change will occur using the time period provided for in Section 2.5(d) of this Rate Schedule.

6.2 Transporter may reduce a DP Operator's MDO/MHO quantity to protect the firm rights of new/existing firm Shippers and/or ensure service reliability. Some examples of the circumstances that could prompt an MDO/MHO reduction are listed below:

(a) Reduction of available physical capacity due to the modification, sale, or abandonment of facilities including, without limitation, pipeline, compression, meter, or other facilities pursuant to the appropriate Commission authorization.

(b) A significant change in any Shipper's usage patterns that reduces the ability of the system to operate at the levels of the current MDOs/MHOs.

(c) A Shipper terminates its TSA or reduces its MDQ under its TSA.

(d) A formal service request from a Shipper for new firm service or an amendment to existing firm service.

(e) A formal request from a Shipper to convert to a rate schedule requiring the use of greater system assets (e.g., conversion from FT-1 to FT-H).

6.2 (continued)

(f) Primary D-Code/delivery point re-designations pursuant to Section 8.1(f) of the GT&C.

6.3 MDO/MHO quantity reductions shall be limited to an amount commensurate with the operational factors necessary to ensure the protection of firm service rights and system reliability.

(a) The sum of the adjusted MDO quantities for the DP Operator shall be at least equal to, but never less than, the total contracted D-Code MDQ for transportation service to the related meters.

(b) The individual MDO quantity shall be at least equal to, but never less than, the total contracted CMQ at such meter.

(c) Downward MDO adjustments will not change existing pressure requirements as specified in Shipper's TSA(s), unless other mutually agreed upon changes in the TSA(s) require a change in the pressure requirements.

6.4 Pursuant to Section 2.5(d) of this Rate Schedule, if Transporter and DP Operator agree to MDO/MHO quantity reductions, the OPASA shall be amended or replaced to reflect the adjusted levels and Transporter will post the new MDO/MHO quantities on its EBB and the new MDO/MHO quantities shall become effective no earlier than the fifth Business Day following the posting.

6.5 Should DP Operator and Transporter be unable to agree on the reduced MDO/MHO quantities, Transporter will make a determination of the MDO/MHO quantities to be reduced, in its best judgment and in a not unduly discriminatory manner. In making such determination, Transporter will consider the operational factors that result in the smallest MDO/MHO adjustment quantity and/or the impact to the fewest meters within the D-Code, and will balance its consideration of such factors with an effort to spread MDO/MHO reductions across multiple DP Operators where feasible, so that reductions are not unduly discriminatory and do not unnecessarily impact a single DP Operator. Where, consistent with prudent operation of the pipeline, the minimized impacts could be distributed to more than one DP Operator, Transporter shall calculate the MDO reduction quantity and allocate the remaining MDO quantities pursuant to Section 6.5(a) of this Rate Schedule.

(a) At the affected DP Operators' locations, Transporter shall determine the excess MDO amount (i.e., total MDO in excess of total CMQ). The excess MDO amount less the MDO reduction quantity shall be allocated pro rata, based on the respective CMQs, among all affected locations, subject to Section 6.3(b) of this Rate Schedule; provided, however, the revised MDOs shall not exceed the pre-existing MDOs, unless matched with new firm contract quantities.

6.5 (a) (continued)

(i) If the calculation of revised MDO quantities for all affected locations would result in an allocation to one or more meters that exceeds the pre-existing MDO quantities for such meter(s), all quantities exceeding the pre-existing MDO quantities shall be allocated to the meter(s) experiencing the reduction in MDOs. Should two or more meters experience a reduction in MDOs, such excess quantities shall be allocated pro rata, based on the pre-existing MDO amounts associated with meters experiencing a reduction.

(ii) Transporter shall post examples of the reduction methodology set forth in Section 6.5(a) of this Rate Schedule on its EBB and such examples shall remain posted for the duration of the effectiveness of this Section 6.5. The examples provided on the EBB will initially be identical to those submitted as Exhibit A of Transporter's pleading filed on February 29, 2008 in Docket No. RP05-422-024 and will be supplemented as required over time.

(b) Transporter shall: 1) advise each affected DP Operator(s) of the reduced MDO/MHO quantities in writing, 2) provide workpapers detailing the reduction process to the affected DP Operator(s), and 3) post the new MDO/MHO quantities on its EBB. The EBB posting shall be deemed to revise the existing OPASA between each affected DP Operator and Transporter and the new MDO/MHO quantities shall become effective no earlier than the fifth Business Day following the posting.

(c) If DP Operator(s) does not agree to the new MDO/MHO quantities, it may terminate the OPASA upon three Business Days written notification to Transporter and schedule transportation service to individual meters without using the previously effective D-Code, beginning on the first Day of the Month following the termination notification.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the OPASA, all of the GT&C contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said GT&C, are applicable to the service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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1. DEFINITIONS

The following terms when used with initial capital letters in this Tariff or in any Service Agreement shall, unless the context otherwise specifically requires, have the meaning ascribed to each as follows:

1.1 "Acquired Capacity Agreement" - An agreement between Transporter and the Acquiring Shipper setting forth rate(s) and the terms and conditions of service for using capacity rights acquired pursuant to Section 9.

1.2 "Acquiring Shipper" - Any Shipper who acquires released capacity rights from a Releasing Shipper, pursuant to Section 9.

1.3 "Alternate Capacity" - The path rights or point rights nominated under a firm TSA that is other than Primary Capacity, Flow Point Secondary Capacity or Flow Path Secondary Capacity. Alternate Capacity consists of First Alternate and Second Alternate Capacity. Subject to Sections 1.24, 8.1(e)(ii)(F)(4), 8.1(e)(iii)(B) and 8.1(e)(v) through 8.1(e)(ix), First Alternate Capacity is applicable to any firm Shipper using a Virtual Path and/or an alternate point on a Virtual Path. Second Alternate Capacity is applicable to any firm Shipper that is (i) not using any portion of its Primary Receipt-to-Delivery Flow Path; (ii) using service exceeding its Maximum Receipt or Delivery Quantities at Receipt or Delivery Points or its Path Quantity, but not exceeding its TCD; or (iii) using service that is opposite of the direction of its Primary Receipt-to-Delivery Flow Path.

1.4 "Anadarko Basin" - For purposes of the application of rates and the assessment of Fuel charges, service within the Anadarko Basin shall be comprised of gas receipts and deliveries occurring at or north of Dimmitt Station.

1.5 "Bidding Shipper" - Any Shipper who is qualified, pursuant to Section 9.18, to bid for capacity via Transporter's EBB and who submits a bid for such capacity.

1.6 "British Thermal Unit" ("Btu") - One (1) Btu shall mean one British thermal unit and is defined as the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia). Total Btu's shall be determined by multiplying the total volume of Natural Gas delivered times the gas Heating Value expressed in Btu's per cubic foot of gas adjusted on a dry basis.

1.7 "Business Day" - Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico. (NAESB Standard 3.2.1)

1.8 "Capacity Release Program" - The administrative process followed by Transporter to allow a Shipper to release all or part of the pipeline transportation capacity held under an Executed TSA, as set forth in Section 9.

1.9 "Clock Time" - An indication that Transporter will adjust its Gas Day to reflect changes for Daylight Savings Time. See Section 1.12 of the GT&C.

1.10 "Critical Condition" - Those periods when a Strained Operating Condition ("SOC") or a Critical Operating Condition ("COC") is declared pursuant to Section 11.1. When no SOC or COC is declared, it shall be termed a non-Critical Condition.

1.10A "Critical Condition Rate" - The rate used to calculate penalties and charges incurred during a Critical Condition. The Critical Condition Rate shall be the higher of: 1) the Daily Mid-Point Spot Price, or 2) the Monthly System Cash Out Index Price.

1.10B "Daily Mid-Point Spot Price" - Pursuant to Section 11.1, the Daily Mid-Point Spot Price shall be the highest price reported either as delivered to Transporter's Mainline System at West Texas, Permian or Waha in the Permian Basin or as delivered to Transporter's Mainline System at Ignacio, San Juan, or New Mexico in the San Juan Basin or as delivered to the California border for that Day. For purposes of determining the Daily Mid-Point Spot Price, Transporter will use Natural Gas Intelligence ("NGI") Daily Gas Price Index to determine such prices in each basin and at the California border.

In the event the publication listed above ceases publication or to the extent a publication fails to report the applicable spot prices, then Transporter may substitute prices reported in a similar independent publication. If there is a permanent change in a publication, Transporter will file to revise its Tariff to identify a new publication within 60 Days of the change. Changes in the name, format or other method of reporting by the publication in this Section 1.10B that do not materially affect the content shall not affect its use hereunder.

1.11 "Daily PAL Quantity" - The maximum daily quantity that may be parked and/or loaned at the PAL Point as specified in the executed PAL RO. The PAL RO may specify a range for the quantity of a park and/or loan.

1.12 "Day" - A period of 24 consecutive hours, except for those Days that are adjusted for Daylight Savings Time, commencing and ending at 8:00 a.m., Mountain Clock Time ("MCT"), or such other period as the parties may agree upon. "Gas Day" shall mean a period of 24 consecutive hours commencing and ending at 8:00 a.m., MCT, adjusted for Daylight Savings Time when appropriate. "Clock time" indicates that Transporter will adjust its Gas Day to reflect changes for Daylight Savings Time.

1.13 "D-Code" - An aggregation of meters as designated in an executed OPASA between Transporter and DP Operator or a single meter. A D-Code is also considered a Delivery Point, as defined in Section 1.15 of the GT&C.

1.14 "Dekatherm" ("dth") - One (1) dth shall mean a quantity of gas containing one million (1,000,000) Btu's.

1.15 "Delivery Point" - The delivery location (a single meter, a collection of meter runs at a single location, or an aggregation of meters at different but specified locations pursuant to Section 5.7) for which gas quantities are nominated, confirmed and scheduled for delivery to Shipper, or for Shipper's account.

1.15A "Direct Access Request Tracking" ("DART System") - An information system operated by Transporter that provides, among other things, real-time operations data.

1.16 "DP Operator" - The person or entity that controls or confirms the movement of gas through a Delivery Point.

1.17 "Electronic Bulletin Board" ("EBB") - Transporter's EBB is available at Transporter's designated interactive Internet Web site, pursuant to Section 20 of the GT&C.

1.18 "El Paso System" - The El Paso System is displayed on the map posted on Transporter's EBB, which may be accessed through the hyperlink identified in Section 3 of the Overview set forth in Transporter's Tariff.

1.19 "Executed TSA" - Any executed TSA, in either paper or electronic form, or any TSA for which service is being nominated and scheduled under Section 6 of the GT&C shall be considered an Executed TSA.

1.20 "Firm Recallable Capacity" - Firm capacity released subject to the Releasing Shipper's right to recall such capacity during the term of the release, pursuant to Section 9.

1.21 "Flowing Gas" - The physical gas quantity received into and/or taken out of Transporter's pipeline system.

1.22 "Flow Path" - The transportation system capacity nominated by a Shipper between the nominated Receipt Point and nominated Delivery Point.

1.23 "Flow Path Secondary Capacity" - Except as noted below, shall mean the capacity status (path rights) assigned to that path portion of a firm transportation nomination for which either or both the Receipt or Delivery Points lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such nomination passes through Shipper's Primary Receipt-to-Delivery Flow Path. Flow Path Secondary Capacity is limited by the Path Quantity.

1.24 "Flow Point Secondary Capacity" - The applicable point rights to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path. Such point shall be designated a Flow Point Secondary point when used by Shipper.

1.25 "Fuel" - The quantity of gas determined to be consumed during the transportation of gas.

1.26 "Gas Day" - A period of 24 consecutive hours commencing and ending at 8:00 a.m., MCT, adjusted for Daylight Savings Time when appropriate. See Section 1.12 of the GT&C.

1.27 "GISB or NAESB or NAESB WGQ Standards" - Business practices and electronic communication practices promulgated by the Wholesale Gas Quadrant of the Gas Industry Standards Board ("GISB") also known as "North American Energy Standards Board" ("NAESB") and adopted and codified by the Commission in compliance with 18 CFR, Section 284.12, as described in Section 23 of the GT&C.

1.28 "GT&C" - The Transportation General Terms and Conditions of this Tariff.

1.29 "Heating Value" - The quantity of heat, measured in Btu, produced by combustion in air of one (1) cubic foot of anhydrous gas at a temperature of sixty degrees Fahrenheit (60°F) and a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), the air being at the same temperature and pressure as the gas, after the products of combustion are cooled to the initial temperature of the gas and air, and after condensation of the water formed by combustion.

1.30 "Hourly Entitlement Enhancement Nomination" or "HEEN" - A nomination submitted by a firm Shipper to reserve part or all of its MDQ for the nominated flow day to support non-uniform hourly deliveries at a qualified point. HEEN nominations may only be made by Shippers with TSAs under Rate Schedules FT-1, FTH-V, FT-H, NNTD and NNTH and may only be submitted for the Timely or Evening Nomination Cycles and must involve a HEEN Qualified Delivery Point (or Qualified Delivery Point), pursuant to the specifications of Section 8.1(i).

1.31 "Hourly Contract Entitlement" - A Shipper's Hourly Contract Entitlement for firm transportation service is the quantity calculated by multiplying the applicable MDQ times 1/24 times the hourly service rights under the applicable rate schedule (for example, 100% for FT-1, 150% for FTH-12, etc.).

1.32 "Hourly Scheduled Entitlement" - The hourly rights determined by the daily gas quantities nominated by a Shipper and scheduled by Transporter, which is the quantity calculated by multiplying the daily scheduled quantity (up to Shipper's MDQ if applicable) times 1/24 times the hourly service rights under the applicable rate schedule (for example, 100% for FT-1 and IT-1, 150% for FTH-12, etc.). The daily scheduled quantity includes the scheduled Flowing Gas quantities and the HEEN scheduled quantities, if applicable.

1.33 "Hourly Scheduling Penalty Quantity" - The quantity taken at a Delivery Point, as allocated to Shipper pursuant to Section 10.5, that exceeds the Shipper's Hourly Scheduled Entitlement, and any no-notice quantities, if applicable. The Hourly Scheduling Penalty Quantity consists of two components, a scheduling quantity and an overrun quantity.

1.34 "Interconnect" - A point at which any facility, including third-party plants and gathering systems, connects with Transporter's transmission system.

1.35 "L&U" - Lost and unaccounted-for gas.

1.36 "Maximum Delivery Obligation" ("MDO") - The maximum daily quantity that Transporter will be obligated to deliver to a meter as specified in Rate Schedule OPAS. The Maximum Hourly Obligation ("MHO") will be no less than the MDO divided by 24 hours and no more than the MDO divided by 24 hours times 300%.

1.37 "Maximum Delivery Quantity" ("MDQ") - The maximum quantity that Transporter is obligated to deliver at a Delivery Point as specified on Exhibit A of the Executed TSA. The sum of a Shipper's MDQs at all Delivery Points shall equal the TCD.

1.38 Reserved

1.39 "Maximum PAL Quantity" - Shipper's Maximum PAL Quantity shall be the total amount permitted to be parked and/or loaned in Shipper's account as specified in the executed PAL RO.

1.40 "Maximum Receipt Quantity" ("MRQ") - The maximum quantity, not including Fuel and L&U, that Transporter is obligated to receive at a Receipt Point as specified on Exhibit A of the Executed TSA. The sum of a Shipper's MRQs at all Receipt Points shall equal the TCD.

1.41 "Month" - A period commencing on the first Day of the corresponding calendar month and ending on the first Day of the next following calendar month.

1.41A "Monthly System Cashout Index Price" - The Monthly System Cash Out Index Price shall be determined pursuant to Section 10.3(c) of the GT&C.

1.42 "Natural Gas" - Any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state, consisting essentially of methane.

1.43 "North System" - That portion of Transporter's transportation system that is north of Dutch Flat Station on the Havasu crossover and north and/or west of the south discharge of Plains Station. Section 1 of the Graphical Illustrations provides an illustration of the North System.

1.44 "One Thousand Cubic Feet" ("Mcf") - The quantity of Natural Gas occupying a volume of one thousand (1,000) cubic feet at a temperature of sixty degrees Fahrenheit (60°F) and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

1.45 "Operator" - The person or entity that controls the movement of gas through an Interconnect.

1.46 "Operationally Equivalent" - A point is Operationally Equivalent if the following conditions apply: 1) if the distance between the Receipt Point and Delivery Point is sufficient to provide workable linepack, 2) if the delivery lateral, where applicable, has comparable or better diameter, capacity and pressure conditions, and 3) if the Flow Path is equivalent to the points listed in the original agreement.

1.47 "PAL Point" - The transaction point(s) on Transporter's system where parking and lending services are provided to Shipper, as specified in the executed PAL RO. PAL Points include the existing Production Area and California pools.

1.48 "Path Quantity" - The amount of TCD rights available under a Shipper's firm TSA on a physical or Virtual Path on Transporter's pipeline system.

1.49 "Permian - Anadarko Fuel" - The Fuel charge applicable to transport service assessed on quantities physically transported between the Anadarko Basin and Permian Basin.

1.50 "Permian Basin" - For purposes of the application of rates and the assessment of Fuel charges, service within the Permian Basin shall be comprised of gas receipts and deliveries occurring south of Roswell Station, east of the suction of Guadalupe Station, east of the suction of Gresham Station, and south of Dimmitt Station.

1.51 "Pool" - The physical or paper Receipt Points determined by Transporter at which supplies may be aggregated and disaggregated. The Pooling areas are identified on Transporter's EBB.

1.52 "Pre-Arranged Shipper" - Any Shipper who is qualified, pursuant to Section 9.18, and seeks to acquire capacity under a pre-arranged release for which notice is given pursuant to Section 9.4.

1.53 "Premium Service Delivery Point" - A Delivery Point eligible for enhanced firm transportation service (e.g., hourly rights, no-notice, daily balancing) and/or interruptible swing service. Premium Service Delivery Points will be identified on Transporter's EBB. Transporter will update the list of Premium Service Delivery Points as experience and operating conditions allow. Transporter's determination of eligibility shall be based on, but may not be limited to, the following:

(a) Except as provided below, the Delivery Point is equipped with physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows; and

(b) The DP Operator agrees to receive variable hourly rates of flow and agrees to operate the Delivery Point under a Predetermined Allocation Agreement ("PDA") or under a mutually agreed upon similar arrangement specifying the allocation of deliveries to individual TSAs.

(c) Should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

1.53A "Premium Service Virtual Delivery Point" ("PSVP") - A Delivery Point eligible for firm transportation service within the Permian virtual area, pursuant to Rate Schedule FTH-V. PSVPs will be identified on Transporter's EBB. Transporter will update the list as new eligible points are identified or upon request(s) of Shipper and/or DP Operator. Transporter's determination of eligibility shall be based on, but may not be limited to, the following:

(a) Location, distance from Transporter's mainline, pressure conditions, proximity to other Receipt and Delivery Points, pipeline diameter; and

(b) Except as provided below, the Delivery Point is equipped with physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows; and

(c) The DP Operator agrees to receive variable hourly rates of flow and agrees to operate the Delivery Point under a Predetermined Allocation Agreement ("PDA") or under a mutually agreed upon similar arrangement specifying the allocation of deliveries to individual TSAs.

1.53A "Premium Service Virtual Delivery Point" (continued)

(d) Should the delivery meter be part of an aggregation of meters under a D-Code, some or all of which have physical gas measurement equipment compatible with Transporter's system and capable of registering hourly flows, the quantities delivered to any such individual meters in the D-Code shall be deemed to have flowed on a ratable 1/24th basis if: 1) hourly measurement equipment is not installed or 2) the hourly measurement equipment does not have active telemetry capability (temporary outages excepted) into the DART System on a real time basis.

(e) Should Shipper or DP Operator request the addition of a Delivery Point to the list posted on the EBB and Transporter does not consent to such addition, Transporter shall provide in writing its reasons for not approving such request to Shipper or DP Operator.

1.54 "Primary Capacity" - The transportation system capacity (path rights) that is within any portion of the Primary Receipt-to-Delivery Flow Path used by a Shipper under its firm TSA. In addition, Primary status shall apply to the receipt and Delivery Points specified in the TSA (point rights). On any pipeline Segment, Primary Capacity is limited by the Maximum Receipt or Delivery Quantity of the Receipt Point(s) and Delivery Point(s) or the Path Quantity, whichever is less.

1.55 "Primary Receipt-to-Delivery Flow Path" - The Primary Capacity between the primary receipt point(s) and primary delivery point(s) limited by the Path Quantity listed in a Shipper's TSA. The direction of flow shall be deemed to be from the primary receipt point to the primary delivery point.

1.56 "Production Area" - A rate delivery zone where the receipts and deliveries occur within the same supply area (San Juan, Permian and Anadarko).

1.56A “Rate Default” - For index-based capacity release transactions, Rate Default is the term used to describe the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default. (NAESB Standard 5.2.5)

1.56B “Rate Floor” – For index-based capacity release transactions, Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter’s minimum reservation rate or zero cents when there is no stated minimum reservation rate. (NAESB Standard 5.2.4)

1.57 "Receipt Point" - The receipt location (a single meter, a collection of meters runs at a single location, an aggregation of meters at different but specified locations, or a Pool) for which gas quantities are nominated, confirmed and scheduled for receipt to Shipper, or for Shipper's account.

1.58 "Releasing Shipper" - Any Shipper holding firm capacity rights under a TSA, subject to the conditions of the applicable firm rate schedule, or an Acquired Capacity Agreement who desires to release such firm capacity rights to another Shipper, pursuant to Section 9.

1.59 "RP Operator" - The person or entity that controls or confirms the movement of gas through a Receipt Point.

1.60 "Safe Harbor Tolerance Percentage" - The applicable percentage set forth in the section of a rate schedule or the GT&C that is intended to be utilized for determining the Safe Harbor Tolerance Quantities in respect of hourly scheduling penalties, daily unauthorized overrun penalties and SOC and COC charges, which percentage depends upon whether a Critical or non-Critical Condition exists.

1.61 "Safe Harbor Tolerance Quantities" - The Safe Harbor Tolerance Quantities represent the quantities that do not incur a penalty even though such quantities exceed the applicable contract or scheduling entitlement.

1.62 "San Juan Basin" - For purposes of the application of rates and the assessment of Fuel charges, service within the San Juan Basin shall be comprised of gas receipts and deliveries defined by the boundaries of Window Rock Station and Bluewater Station.

1.63 "Segment" - A discrete portion of Transporter's pipeline system between two specific locations. Segments may be identified by a Shipper's nomination(s) or by one or more release(s) of capacity.

1.63A "Segmentation" - The ability of a Shipper holding a firm TSA to subdivide such capacity into Segments and to use those Segments for different capacity transactions. A Shipper may effectuate Segmentation by designating a Segment or Segment(s) by means of nomination(s), or through capacity release(s), in either case, a Shipper may designate a number of discrete transportation combinations (involving Receipt and Delivery Points), so long as the total quantity of such transaction(s) on any Segment is equal to or less than Shipper's TCD.

1.64 "Shipper" - The party contracting with Transporter for services pursuant to any of the rate schedules found in this tariff.

1.65 Reserved

1.66 "South System" - That portion of Transporter's transportation system that is south of Dutch Flat Station on the Havasu crossover, south and east of the south discharge of Plains Station, and the Maricopa line. Section 1 of the Graphical Illustrations provides an illustration of the South System.

1.66A "Ten Year Term Rates" – Rates for firm service applicable to: 1) an Executed TSA in effect and receiving service prior to April 1, 2011 with a remaining term greater than or equal to ten (10) Years with the earliest termination date being April 1, 2021; or 2) an Executed TSA to begin service on or after April 1, 2011 with a term greater than or equal to 10 Years. As determined in the Docket No. RP10-1398 proceeding, all contracts subject to Ten Year Term Rates shall be subject to the maximum rates shown on the Statement of Rates, as applicable, unless otherwise agreed by Transporter and Shipper. This definition shall be removed by Transporter when this term is no longer found in currently effective TSAs.

1.67 "Transportation Contract Demand" ("TCD") - A Shipper's TCD shall be the maximum quantity of gas Transporter is obligated to receive (exclusive of Fuel and L&U) and deliver to Shipper under the terms of the TSA. The TCD shall be specified in the Executed TSA.

1.68 "Transporter" - El Paso Natural Gas Company, L.L.C.

1.69 "Transportation Service Agreement" ("TSA") - A contract for service in the form contained in the applicable Form of Service Agreement.

1.70 "Virtual Path" - That portion of a nominated Flow Path that lies within one of the areas described in Section 8.1(e)(iii)(A).

1.71 Reserved

1.72 "Year" - A period of three hundred sixty-five (365) consecutive Days commencing on the date to be specified in the Executed TSA; provided, however, that any such Year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive Days.

2. MEASUREMENT

2.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be 1 cubic foot of gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.

2.2 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time.

2.3 Temperature. The temperature of the gas shall be determined at the points of measurement by means of acceptable measurement equipment of standard manufacture as determined by Transporter in exercise of its reasonable judgment, which shall be installed in accordance with the recommendations contained in ANSI/API 2530 First Edition (Orifice Metering of Natural Gas). The arithmetic average of Hourly temperatures for each Day shall be used in computing temperatures of the gas during such Day. In the event electronic computer measurement is used, average hourly temperature will be computed as a running average of data determined during each computer scan.

2.4 Determination of Heating Value and Specific Gravity. The gross Heating Value and specific gravity of the gas may be determined by gas chromatographic analysis. This shall be done by either a gas sample or by an on-line gas chromatograph. In the event a continuous gas sampling device is used, the analysis shall be performed monthly. The determination of gross Heating Value and specific gravity from an on-line chromatograph shall input continuously into the computer for quantity calculations. In the event a continuous gas sampler is installed, then the gross Heating Value and specific gravity shall be determined in the laboratory by chromatograph. Such determinations shall be considered as the gross Heating Value and specific gravity of all gas delivered during the applicable period of sampling. All gross Heating Value and specific gravity determinations made with a chromatograph shall use physical gas constants for gas compounds as outlined in ANSI/API 2530 with any subsequent amendments or revisions to which the Parties may mutually agree.

2.5 Compressibility and Supercompressibility. The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8.

2.6 Measurement Equipment

(a) Unless otherwise agreed, Transporter will install, maintain, and operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of gas received and delivered hereunder shall be determined. Shipper may install check-measuring equipment at its own cost and expense, provided such equipment shall be so installed as not to interfere with the operations of Transporter. The calibrating

2.6 Measurement Equipment

(a) (continued)

and adjusting of electronic computer components and/or mechanical recording instruments thereof shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit within 10 Days to the other its records, together with calculations therefrom, for inspection, subject to return within 30 Days after receipt thereof. The measurement equipment of Shipper shall be for check purposes except as otherwise provided.

(b) Orifice Meters. Orifice meters shall be installed and gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas."

(c) Ultrasonic Meters. Ultrasonic meters shall be installed and gas volumes computed in accordance with the standards prescribed in AGA Report No. 9 "Measurement of Gas by Multipath Ultrasonic Meters".

(d) Positive Displacement Meters. Positive displacement meters shall be installed and gas volumes computed in accordance with generally accepted industry practices.

(e) New Measurement Techniques. If, at any time during the term hereof, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment. Transporter shall promptly inform all Shippers of any new technique adopted.

(f) Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any 30-Day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.

2.6 Measurement Equipment (continued)

(g) Correction of Metering Errors. If, upon test, the measuring equipment is found to be in error by not more than one percent (1%), previous recordings of such equipment shall be considered accurate in computing deliveries, but such equipment shall be adjusted at once to record accurately. If, upon test, the measuring equipment shall be found to be inaccurate by an amount exceeding one percent (1%), at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon. In case the period is not known or agreed upon, such correction shall be for a period equal to the lesser of one-half of the time elapsed since the date of the last test or sixteen Days.

(h) Failure of Measuring Equipment. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the Parties upon the first of the following methods which is feasible:

(i) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation.

(ii) By using the registration of any check meter or meters, if installed and accurately registering.

(iii) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.

(i) Preservation of Records. Shipper and Transporter shall preserve for a period of at least 3 Years, or for such longer period as may be required by appropriate authority, all test data and other similar records.

(j) Right-of-Way and Rural Consumers. Transporter shall install, maintain and operate at its own expense, all main line taps and high-pressure regulators necessary for the delivery of Natural Gas by Transporter to Shipper for resale to right-of-way consumers as well as to rural consumers situated remotely from Shipper's general distribution system. For measurement of gas delivered by Transporter to Shipper for resale to such right-of-way consumers, Shipper may install, maintain and operate at Shipper's own expense, adjacent to Transporter's pipeline, the meters, low-pressure regulators and other equipment required.

2.6 Measurement Equipment
(j) (continued)

For measurement of gas delivered by Transporter to Shipper for resale to such rural consumers, Transporter may, at its option, require Shipper to install, maintain and operate at Shipper's own expense, adjacent to Transporter's high-pressure regulators, the meters, low-pressure regulators and other equipment required.

Notwithstanding the other provisions of these General Terms and Conditions and unless other operating arrangements mutually agreeable to Shipper and Transporter are employed, the following arrangements shall apply to deliveries of gas by Transporter to Shipper for resale to right-of-way consumers as well as to deliveries of gas by Transporter to Shipper for resale to rural consumers where, pursuant to the immediately preceding paragraphs, Shipper installs meters, low-pressure regulators and other equipment.

Shipper will service all equipment installed by it and the consumers served by use thereof, including handling of all complaints and/or service calls. The reading of said meters shall be performed by the party most conveniently able to do so as mutually agreed upon by Transporter and Shipper. If the meters are read by Shipper, then Shipper shall furnish a copy of the meter readings to Transporter, all without expense to Transporter; provided, however, that Transporter shall have the right to read said meters at any reasonable time upon giving notice to Shipper. All pipe, meters and other equipment shall remain the property of the person or corporation paying for same. Shipper at its own expense will from time to time check the accuracy of the meters measuring said gas and shall give Transporter reasonable notice in writing of its intention to do so. The provisions of Sections 2.6(g) and 2.6(h) hereof shall apply to the accuracy of Shipper's measuring equipment. Transporter may at its option have a representative present at such test.

The frequency of meter reading and the billing for gas delivered by Transporter to Shipper for resale to such right-of-way and rural consumers shall be in accordance with such operating arrangements as may be mutually satisfactory to Transporter and Shipper.

3. QUALITY

3.1 General Specifications. Unless otherwise provided in Sections 3.2 and/or 3.4 of the GT&C, Shipper warrants that all Natural Gas received by Transporter at any mainline Receipt Point(s) shall conform to the following specifications and must be, in Transporter's reasonable judgment, otherwise merchantable:

(a) Liquids - The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received. The gas shall in no event contain water vapor in excess of seven (7) pounds per million standard cubic feet.

(b) Hydrocarbon Dew Point - The hydrocarbon dew point of the gas received shall not exceed twenty degrees Fahrenheit (20°F) at normal pipeline operating pressures.

(c) Total Sulfur - The gas shall not contain more than five (5) grains of total sulfur, which includes hydrogen sulfide, carbonyl sulfide, carbon disulfide, mercaptans, and mono-, di- and poly-sulfides, per one hundred (100) standard cubic feet. The gas shall also meet the following individual specifications for hydrogen sulfide, mercaptan sulfur or organic sulfur:

(i) Hydrogen Sulfide - The gas shall not contain more than one-quarter (0.25) grain of hydrogen sulfide per one hundred (100) standard cubic feet.

(ii) Mercaptan Sulfur - The mercaptan sulfur content shall not exceed more than three-quarters (0.75) grain per one hundred (100) standard cubic feet.

(iii) Organic Sulfur - The organic sulfur content shall not exceed one and one-quarter (1.25) grains per one hundred (100) standard cubic feet, which includes mercaptans, mono-, di- and poly-sulfides, but it does not include hydrogen sulfide, carbonyl sulfide or carbon disulfide.

(d) Oxygen - The oxygen content shall not exceed two-tenths of one percent (0.2%) by volume and every reasonable effort shall be made to keep the gas delivered free of oxygen.

(e) Carbon Dioxide - The gas shall not have a carbon dioxide content in excess of two percent (2%) by volume, except for gas acceptable under Sections 3.2 and 3.4 of the GT&C.

(f) Diluents - The gas shall not at any time contain in excess of three percent (3%) total diluents (the total combined carbon dioxide, nitrogen, helium, oxygen, and any other diluent compound) by volume, except for gas acceptable under Sections 3.2 and 3.4 of the GT&C.

3.1 General Specifications (continued)

(g) Dust, Gums and Solid Matter - The gas shall be commercially free of dust, gums and other solid matter.

(h) Heating Value - The gas shall have a Heating Value of not less than 967 Btu per cubic foot.

(i) Temperature - The gas received by Transporter shall be at temperatures not in excess of one hundred twenty degrees Fahrenheit (120°F) nor less than fifty degrees Fahrenheit (50°F). Any party tendering gas at a temperature standard less than fifty degrees Fahrenheit (50°F) shall receive a waiver of such standard only if a test has been conducted in accordance with procedures set forth in Section 3.10(b) hereof and the results from such test demonstrate that the particular segment of the pipeline tested can be safely operated below the fifty degrees Fahrenheit (50°F) temperature standard.

(j) Deleterious Substances - The gas shall not contain deleterious substances in concentrations that are hazardous to health, injurious to pipeline facilities or adversely affect merchantability.

3.2 Grandfathered Receipts. Transporter agrees that at certain grandfathered plant Receipt Points and Interconnects on Transporter's system described below, where gas does not conform to the carbon dioxide and/or the total diluent specification set forth in Sections 3.1(e) and (f) of the GT&C, gas shall be received according to the provisions of this Section 3.2 which are based on the highest non-conforming monthly average percentages of carbon dioxide and total diluents for a Month during the twelve (12) Month base period ended July 31, 1990. Under this Section 3.2:

(a) Transporter shall accept gas with carbon dioxide and/or total diluents at percentages up to the non-conforming specifications at volumes up to the residue volume at the plant design capacity or historical Interconnect volumes, as such existed on July 31, 1990, provided, however, that to the extent Transporter must curtail non-conforming volumes to meet Transporter's Delivery Point specifications for carbon dioxide and/or total diluents, Transporter shall curtail volumes at these plants down to 125% of historical volumes.

(b) Historical volumes for non-conforming plants shall be deemed to be the daily average for the highest monthly tailgate volume delivered to Transporter during the twelve (12) Month base period ended July 31, 1990 and in the event a non-conforming plant or plants are closed, Transporter shall transfer the applicable historical volumes to another plant owned by the same party.

(c) The identification of the non-conforming plants, the grandfathered specifications and the historical volumes are set forth on the table below.

3.2 Grandfathered Receipts
(c) (continued)

NON-CONFORMING PLANTS

		GRANDFATHERED SPECIFICATIONS		
LOCATION	METER CODE	CO2 MOL %	TOTAL DILUENTS MOL%	HISTORICAL VOLUME (MCF/D)
Slaughter Plant (IAMSLAUG)	77-039	-	11.89	6,915
Jal Complex (IJALCPLX)	01-814	-	4.31	28,518
Jameson Plant (ISUNJAME)	77-078	-	7.02	2,823
Midkiff Plant (IMIDKIFF)	01-079	-	4.95	39,371
Goldsmith Plant (IPHGOLDS)	02-381	-	5.23	62,267
Lee Plant (IPHLEE)	77-025	-	7.34	27,484
Eunice Plant (IPHEUNIC)	77-287	-	5.15	57,672
Fullerton Plant (IPHFULTN)	77-289	-	6.18	28,200
Spraberry Plant (IPHSPBRY)	77-248	-	4.64	11,277
San Juan River Plant (ISJRVPLT)	01-125	-	4.35	32,827
Sterling Plant (ICONSTER)	14-447	3.55	4.09	37,390
TXL Plant (ISHTXL)	77-029	-	6.17	12,054
Terrell Plant (ITERRELL)	01-596	2.89	4.53	102,708
Denton Plant (IDENTON)	77-001	-	5.02	2,554
Perkins Plant (IUTPERKN)	77-068	-	10.19	9,178
Val Verde Plant (IMOITRKA)	14-136	2.13	-	195,985
Monument Plant (IWARMONU)	77-045	-	4.04	31,576
Saunders Plant (IWARSAUD)	77-046	-	5.75	12,421

3.2 Grandfathered Receipts (continued)

(d) The identification of the non-conforming Interconnects, the grandfathered specifications and the historical volumes are set forth on the table below.

NON-CONFORMING INTERCONNECTS

LOCATION	METER CODE	CO2 MOL %	TOTAL DILUENTS MOL%	HISTORICAL VOLUME (MCF/D)
Big Blue Receipt Point (IBIGBLUE)	14-091	-	9.50	11,900
Ignacio Dry Gas (ICOLODRY)	01-127	3.13	3.22	37,595
Northern Natural Plains (INN30PLA)	40-018	-	4.22	111,072
Plains Compressor (Westar-Felmac) (IW40-043)	40-043	-	4.50	8,464

(e) In addition, Transporter agrees to accept, on a grandfathered basis, gas that does not conform to the sulfur specifications set forth in Section 3.1(c) of the GT&C for Natural Gas received at the tailgate of the Terrell Plant, based on the actual monthly highest non-conforming concentrations during the twelve (12) Month base period ending July 31, 1990. The sulfur specification Transporter shall accept for Natural Gas at volumes up to the residue volume at plant design capacity received at the tailgate of the plant is identified below.

Grandfathered Non-conforming Sulfur Specifications
(grains per 100 standard cubic feet)

	HYDROGEN SULFIDE	HISTORICAL VOLUME (MCF/D)
Terrell Plant	0.45	102,708

3.3 Delivery Specifications. Except as otherwise provided below, all Natural Gas delivered by Transporter shall conform to the following specifications:

(a) Liquids - The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain water vapor in excess of seven (7) pounds per million standard cubic feet.

3.3 Delivery Specifications (continued)

(b) Hydrocarbon Dew Point - The hydrocarbon dew point of the gas delivered shall not exceed twenty degrees Fahrenheit (20°F) at a pressure of 600 psig.

(c) Total Sulfur - The gas shall not contain more than three-quarters (0.75) grain of total sulfur per one hundred (100) standard cubic feet, which includes hydrogen sulfide, carbonyl sulfide, carbon disulfide, mercaptans, and mono-, di- and poly-sulfides. The gas shall also meet the following individual specifications for hydrogen sulfide, mercaptan sulfur or organic sulfur:

(i) Hydrogen Sulfide - The gas shall not contain more than one-quarter (0.25) grain of hydrogen sulfide per one hundred (100) standard cubic feet.

(ii) Mercaptan Sulfur - The mercaptan sulfur content shall not exceed more than three-tenths (0.3) grain per one hundred (100) standard cubic feet.

(iii) Organic Sulfur - The organic sulfur content shall not exceed five-tenths (0.5) grain per one hundred (100) standard cubic feet, which includes mercaptans, mono-, di- and poly-sulfides, but it does not include hydrogen sulfide, carbonyl sulfide or carbon disulfide.

(d) Oxygen - The oxygen content shall not exceed two-tenths of one percent (0.2%) by volume and every reasonable effort shall be made to keep the gas delivered free of oxygen.

(e) Carbon Dioxide - The gas shall not have a carbon dioxide content in excess of three percent (3%) by volume.

(f) Diluents - The gas shall not at any time contain in excess of four percent (4%) total diluents (the total combined carbon dioxide, nitrogen, helium, oxygen, and any other diluent compound) by volume.

(g) Dust, Gums and Solid Matter - The gas shall be commercially free from solid matter, dust, gums, and gum forming constituents, or any other substance which interferes with the intended purpose or merchantability of the gas, or causes interference with the proper and safe operation of the lines, meters, regulators, or other appliances through which it may flow.

(h) Heating Value - The gas shall have a Heating Value of not less than 967 Btu per cubic foot. For Natural Gas delivered at the border between the States of Arizona and California, the gas shall have a Heating Value of not less than 995 Btu per cubic foot.

3.3 Delivery Specifications (continued)

(i) Temperature - The gas shall be delivered at temperatures not in excess of one hundred twenty degrees Fahrenheit (120°F) nor less than fifty degrees Fahrenheit (50°F) except during those times when due to normal operating conditions and/or seasonal ambient temperatures on or near the pipeline system the temperature may drop below such lower limit.

(j) Deleterious Substances - The gas shall not contain any toxic or hazardous substance, in concentrations which, in the normal use of the gas, may be hazardous to health, injurious to pipeline facilities or be a limit to merchantability.

(k) If, at any time, gas delivered by Transporter shall fail to substantially conform to the specifications set forth in this Section 3.3 (a) - (j) of the GT&C, Shipper or its designee agrees to notify Transporter of such deficiency. Shipper, or its designee, may agree to waive Transporter's compliance with its delivery specifications or, if Transporter fails to promptly remedy any such deficiency within a reasonable time, then Shipper or its designee may, at its option, refuse to accept delivery pending correction of the deficiency by Transporter or continue to accept delivery and make such changes as necessary to cause the gas to conform to such specifications, in which event Transporter shall reimburse Shipper or its designee for all reasonable expenses incurred by Shipper or its designee in effecting such changes.

3.4 Specification Exemptions. Transporter, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may accept gas that does not conform to the quality specifications in Section 3.1 or 3.2 of the GT&C but meets the conditions set forth below, provided that Transporter determines that such acceptance will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility;(2) ensure that such gas does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; and (3) ensure that such gas does not adversely affect Transporter's ability to deliver gas at its Delivery Points.

(a) Transporter may accept gas that exceeds the total diluents specifications as set forth in Section 3.1(f) in Lea, Chaves, and San Juan Counties, New Mexico provided that: (i) the maximum quantity received is no greater than 6,000 Mcf/day; (ii) total diluents are no greater that 6.0%; (iii) the gas meets all other gas quality specifications set forth in Section 3.1; (iv) received volumes will not impact the merchantability of the commingled gas stream; and (v) the Shipper or Operator has provided Transporter with written notice of its intent to deliver gas pursuant to this exemption.

3.4 Specification Exemptions (continued)

(b) Transporter may accept gas with total diluents not exceeding 4% (four percent)for receipts in the Keystone, Plains and Waha areas, provided (i)the Btu content of such gas is not less than 1000 Btu/cubic feet; (ii) the gas meets the other gas quality specifications set forth in Section 3.1 of the GT&C; (iii) that the Shipper or Operator has installed an online chromatograph and any required appurtenances to monitor the gas quality; and (iv) the Shipper or Operator has provided Transporter with written notice of its intent to deliver gas pursuant to this exemption.

(c) Transporter may accept any gas that does not meet the specifications set forth in Sections 3.1 or 3.2 of the GT&C on a short-term basis for operational reasons which may include plant start-ups, plant upsets, or line freeze-offs.

3.5 Waiver of Quality Specifications. Transporter, in its reasonable discretion and judgment, exercised on a not unduly discriminatory basis, may waive one or more of its gas quality specifications at any Receipt Point to accept gas that does not conform to the quality specifications set forth in Section 3.1 or 3.2 of the GT&C, if Transporter determines that such acceptance will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility;(2) ensure that such gas does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; and (3) ensure that such gas does not adversely affect Transporter's ability to deliver gas at its Delivery Points.

3.6 Upon mutual agreement between Transporter and the downstream Interconnect party, Transporter may temporarily deliver gas that does not conform to the quality specifications set forth in Sections 3.1 or 3.2 of the GT&C, if Transporter, in its reasonable operational judgment and in a not unduly discriminatory manner, determines that such delivery will not interfere with its ability to: (1) maintain an acceptable gas quality in its pipeline through prudent and safe operation of Transporter's pipeline system and any related storage facility; (2) ensure that such agreement does not adversely affect Transporter's ability to operate its system and to provide adequate service to its customers consistent with the applicable Rate Schedule and the GT&C; (3) ensure that such agreement does not adversely affect Transporter's ability to deliver gas at its Delivery Points; and (4) ensure that such agreement only affects consenting parties to this Section 3.6. Such agreement shall be made in writing between Transporter and DP Operator and shall be posted on the EBB.

3.7 Failure to Meet Specifications. If, at any time, gas tendered by Shipper for transportation shall fail to conform to any of the applicable quality specifications set forth in Sections 3.1 or 3.2 of the GT&C and Transporter notifies Shipper of such deficiency and Shipper fails to remedy any such deficiency within a reasonable period of time (immediately in those situations which threaten the integrity of Transporter's system), Transporter may, at its option, refuse to accept such gas pending correction of the deficiency by Shipper or, Transporter may continue to accept the receipt of such gas and make such changes as are

3.7 Failure to Meet Specifications (continued)
necessary to cause the gas to conform to such specifications, in which event Shipper shall reimburse Transporter for all reasonable expenses incurred by Transporter in effecting such changes, including operational and gas costs associated with purging and/or venting the pipeline. Failure by Shipper to tender quantities that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the obligations of Shipper existing under any other provisions of the Executed TSA. In the event Natural Gas is delivered into Transporter's system that would cause the Natural Gas in a portion of Transporter's pipeline to become unmerchantable, then Transporter is permitted to act expediently to make the gas merchantable again by any and all reasonable methods, including, without limitation, venting the pipeline of whatever quantity of Natural Gas is necessary to achieve a merchantable stream of gas. Shipper shall reimburse Transporter for all reasonable expenses incurred by Transporter to obtain merchantable Natural Gas again, including operational and gas costs associated with venting the pipeline. In such cases, Transporter shall promptly notify Shipper of the non-conforming supply and any steps taken to protect the merchantability of the gas.

3.8 Gas Quality Monitoring Equipment. After giving sufficient notice to a Shipper, Transporter shall have the right to collect from all Shippers delivering gas to Transporter at a common Receipt Point their volumetric pro rata share of the cost of any additional gas quality equipment including hydrogen sulfide analysis and/or water vapor analysis equipment which Transporter, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered.

3.9 The quality specifications set forth in Section 3.3 of the GT&C shall not apply to Natural Gas delivered by Transporter at any Delivery Point in production areas receiving gas delivered by Transporter on July 31, 1990 that did not meet the quality specifications set forth in Section 3.3 of the GT&C. Gas so designated shall be of such quality as may exist in the delivering pipeline from time to time at such Delivery Points and Transporter makes no warranty of merchantability or fitness for any purpose with respect to such gas.

3.10 Testing Procedures - The following test procedures shall be utilized by Transporter.

(a) To determine whether specified sulfur compound limitations are being met as stated under Section 3.1(c), 3.2(e) and 3.3(c) hereof, Transporter shall use the appropriate American Society for Testing Materials Procedures (as revised) Volume 05.05 Gaseous Fuels; Coal and Coke and/or accepted industry practices such as sulfur analyzers and chromatographs.

(b) To determine whether specific points on Transporter's system can operate below the fifty degree Fahrenheit (50°F) tolerance as stated in Sections 3.1(i) and 3.3(i) of the GT&C, Transporter shall use the Charpy impact and drop-weight tear tests in accordance with API-5L Supplemental Requirements 5 and 6, respectively. Inasmuch as this test requires the shutdown of the specific segment of the system being tested, Transporter shall conduct such test only at a time when operations on such segments are not affected or the safety of the system is not put in jeopardy.

3.11 Odorization. As between Transporter and Shipper, Transporter shall have no obligation whatsoever to odorize the Natural Gas delivered, nor to maintain any odorant levels in such Natural Gas. Notwithstanding Section 25.1 of the GT&C, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage, including litigation expenses, court costs and attorneys' fees, whether or not such liability, loss or damage arises out of any demand, claim, action, cause of action, and/or suit brought by Shipper or by any person, association or entity, public or private, that is not a party to the Executed TSA, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees and/or contractors as a direct or indirect result of any actual or alleged sole or concurrent negligent failure by Transporter or any actual or alleged act or omission of any nature by Shipper to odorize the Natural Gas or product delivered under the Executed TSA or to maintain any odorant levels in such Natural Gas or product.

4. REQUESTS FOR SERVICES

4.1 Request for Service. In order to complete a valid request for service, a Shipper must comply with the provisions of this Section 4.1 and Section 4.16 of the GT&C. A request for service shall be deemed valid and complete upon the following information being accurately and properly entered into Transporter's EBB. A Shipper may either enter the information directly into Transporter's EBB or furnish the information to Transporter and request that Transporter enter the information into Transporter's EBB on behalf of the Shipper; in which case, the entry of such information shall be deemed to be the act of the Shipper. If the Shipper requests that Transporter enter the information into Transporter's EBB on Shipper's behalf, then Shipper's request for service shall not be deemed valid and complete until such time as the information is actually entered into Transporter's EBB. By submitting a valid and complete request for service (or authorizing Transporter to submit such a request as set forth in this Section 4.1), Shipper is certifying that it has entered into or will enter into arrangements necessary to assure all upstream and downstream transportation will be in place prior to commencement of services.

(a) The full legal name, business address and phone number, and state of incorporation of the Shipper requesting service and all contact information, including the name of the person(s) who should be contacted.

(b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, Hinshaw pipeline, producer, end-user or marketer. For a local distribution company, intrastate pipeline company, or Hinshaw pipeline, the state(s) in which Shipper's natural gas system facilities are located.

(c) The extent of Shipper's affiliation with Transporter.

(d) Shipper's Dun and Bradstreet (DUNS) number.

(e) Type of service: FT-1, FTH-V, FT-H, FDBS, NNT-D, NNT-H, IT-1, IHSW, ISS or PAL. Pursuant to Section 1.1 of Rate Schedule OPAS, a DP Operator shall contact Transporter to request service under that rate schedule.

(f) The initial term of the service, including beginning and ending dates and if an evergreen term is requested.

(g) The Total Contract Demand, the Maximum Delivery Quantity, and the CMQ(s) (if applicable pursuant to Section 5.7 of the GT&C) under the contract.

4.1 Request for Service (continued)

(h) Receipt and delivery points requested

(i) Flow Path requested

If the Shipper is requesting transportation service, in whole or in part, under Section 311(a)(1) of the Natural Gas Policy Act of 1978 ("NGPA"), in accordance with 18 C.F.R. Part 284, Subpart B of the Regulations of the FERC, then the Shipper shall provide the following information to Transporter:

(j) A certification explaining how the requested transportation service qualifies under Section 311(a)(1) of the NGPA;

(k) The name of the local distribution company or intrastate pipeline company on whose behalf the Gas will be transported;

(l) If the service is being requested under 18 C.F.R. 284.102(d)(3), then Shipper shall provide Transporter a second certification (in addition to the certification required by Section 4.1(j) above) from a local distribution company or an intrastate pipeline certifying that the transportation service is on behalf of such local distribution company or intrastate pipeline.

4.2 Prospective Sale of Available Capacity

(a) New Service Requests. Transporter may grant requests for firm service on a not unduly discriminatory basis within the following time periods and subject to the below listed conditions:

(i) For service with a term of one Year or longer, the service must be requested to begin no later than three months from the date the request is granted;

(ii) For service with a term greater than three Months but less than one year, the service must be requested to begin no later than one Month from the date the request is granted;

(iii) For service with a term of three Months or less, the service must be requested to begin no later than ten Business Days from the date the request is granted.

(b) Transporter will consider, on a not unduly discriminatory basis, requests for firm service outside of the above specified time periods if the request involves any of the following conditions:

4.2 Prospective Sale of Available Capacity (continued)

(b) (continued)

(i) The request is associated with an open season;

(ii) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or

(iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.

(c) If Transporter sells firm capacity pursuant to Section 4.2(b)(i), capacity will be made available to other shippers on an interim basis up to the commencement date of the prospective TSA. Where the requested start date of the prospective capacity extends more than one Year into the future, the interim capacity would otherwise be eligible for the right-of-first-refusal ("ROFR") if it is acquired at the maximum applicable tariff rate. Transporter will limit the ROFR rights of such interim capacity using the following procedures for the sale of prospective and interim capacity.

(i) A pre-arranged transaction for any such prospective capacity shall be posted for competitive bidding pursuant to the requirements of Sections 4.4 and 4.5.

(ii) The bid evaluation methodology for the award of such capacity will be Net Present Value as defined in Section 9.9(b)(iii).

(iii) If, after the award of the prospective capacity, Transporter sells any related interim capacity that would otherwise be eligible for ROFR rights, the interim capacity will be posted for competitive bidding pursuant to the requirements of Sections 4.4 and 4.5 and the posting will indicate that such capacity is not eligible for ROFR rights.

(d) If Transporter sells firm capacity pursuant to Section 4.2(b)(iii) that involves the reservation of capacity for a future expansion project, the requirements of Section 4.7 will also be followed.

4.3 Availability of Firm Service

If Transporter determines that it has any uncommitted firm capacity on its system, it shall use the following procedures when selling that capacity.

(a) If the firm capacity is to be sold within the time periods specified in the capacity sales timeline of Section 4.2(a), the procedures of Section 4.4 shall be followed except when Transporter elects to use Section 4.5.

4.3 Availability of Firm Service (continued)

(b) If the firm capacity is to be sold outside the time periods specified in the capacity sales timeline of Section 4.2(a), the competitive bidding procedures of Section 4.5 shall be followed.

4.4 Obtaining Firm Service Within the Sales Timeline

(a) For firm posted capacity to be sold within the timeline of Section 4.2(a), Shipper must submit a valid request for service using the EBB. Transporter will evaluate Shipper's request and post its acceptance of the request on the EBB. If Transporter is unable to accept the service request, it will notify the Shipper in writing.

(b) Transporter will respond to such service requests within 30 Days. Transporter shall award such capacity on a first/come-first/served basis; however, Transporter reserves its right to refuse service if the rate offered by Shipper is less than the maximum rate for the service set forth on the Statement of Rates of this Tariff.

(c) If Transporter accepts Shipper's request for service, the TSA will be deemed electronically executed pursuant to Section 4.11.

4.5 Obtaining Firm Service Outside the Sales Timeline

(a) For firm capacity to be sold outside the timeline of Section 4.2(a) or where Transporter elects to conduct competitive bidding, Transporter will post such capacity on its EBB for competitive bidding. The capacity shall be awarded using the procedures specified by Sections 9.7 and 9.9.

(b) Pre-arranged Shippers are permitted to match tied bids pursuant to Section 9.9(g). Transporter shall not be obligated to accept any bid for uncommitted capacity that is for less than the applicable maximum reservation charge and reservation surcharge.

(c) Transporter and Shipper may negotiate rates that exceed the maximum reservation or usage rates pursuant to Section 4.18. For purposes of evaluating bids, Transporter will award capacity pursuant to the evaluation criteria of Section 9.9(b) and will include any contractual usage revenue commitments in the application of such criteria.

(d) For proposed system expansions where an open season has been held through a notice posted on the EBB, the open season procedures will be deemed to satisfy the competitive bidding requirements of this section.

4.6 Upon receipt of all of the information required in Section 4 for a valid request for transportation service, Transporter shall prepare and tender to Shipper for execution (electronically or in traditional paper form) a TSA in the form contained in this Volume No. 1A Tariff. If Shipper fails to execute the TSA or any amendment thereto within thirty (30) Days of the date tendered, Shipper's request shall be deemed null and void.

4.7 Capacity Reserved for Future Expansion Projects. Transporter may elect to reserve for future expansion projects, any unsubscribed capacity or capacity under expiring or terminating TSAs where such TSAs do not have a right-of-first-refusal or Shipper does not exercise its right-of-first-refusal.

(a) Capacity may be reserved up to one Year prior to Transporter filing for certificate authority for construction of proposed expansion facilities, and thereafter until all expansion facilities related to the certificate filing are placed into service.

(b) Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one Year of the date that Transporter posts such capacity as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 4.7.

(c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB. Transporter's posting for reserved capacity for future expansion projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right-of-first-refusal. The posting for reserved capacity shall also include a non-binding solicitation for turnback capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than 90 Days after the close of the expansion project open season, specifying the minimum term for a response to the solicitation. Transporter shall make reasonable efforts to update the posting up to the in-service date of the project to reflect any material changes in the scope of the project.

(d) When reserving capacity for future expansion projects, Transporter shall first post for bid all of its available capacity prior to the reservation period. Transporter shall post and award available capacity in accordance with Sections 9.7 and 9.9 except for the open season posting period which shall be at least five Business Days for all capacity posted under this Section 4.7(d).

4.7 Capacity Reserved for Future Expansion Projects (continued)

(e) When an open season is held prior to the expansion project open season, Transporter shall have the right to state in the open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous capacity open season, Transporter shall hold another open season for the capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

(f) Any capacity reserved under this Section 4.7 shall be made available for transportation service pursuant to the GT&C on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term TSAs, Transporter reserves the right to limit any term extension rights provided in the TSA and pursuant to Section 4.14 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on term extension rights that will apply to such limited-term transportation service.

(g) Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available capacity within 30 Days of the date that the project terminates, with the exception of capacity committed to in contracts entered into on an interim limited-term basis until the in-service date of any expansion facilities during the period the capacity was reserved.

4.8 Obtaining Interruptible Service.

(a) Requests for interruptible transportation shall be invalid and shall not be considered if service is requested to commence later than six Months after the information specified in Section 4 is provided to Transporter.

(b) After receiving a valid request for interruptible service, Transporter will evaluate Shipper's request for service and post its acceptance of the request on the EBB. If Transporter is unable to accept the service request, it shall notify the Shipper in writing.

(c) If Transporter accepts the Shipper's request for service, the TSA shall be deemed electronically executed pursuant to Section 4.11.

4.9 Off-System Capacity.

(a) Transporter may enter into transportation and/or storage agreements with upstream or downstream entities, including other interstate and intrastate pipeline and storage providers ("off-system capacity"). In the event that Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of firm unsubscribed capacity any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall not be applicable to the acquired capacity.

(b) Third Party Charges. If Transporter acquires off-system capacity from a third party(ies) pursuant to Section 4.9(a) of the GT&C and provides transportation and/or storage service for the benefit of Shipper(s), Shipper(s) may, on a non-discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(ies) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and usage charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

(c) Any off-system capacity acquired by Transporter from a third party and contracted for at the request of a Shipper which is not used by that Shipper or an Acquiring Shipper shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable Third Party Charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.

(d) Should Transporter acquire off-system capacity from a third party to render service for Shipper(s) on such capacity consistent with Section 4.9(a) of the GT&C, the path(s) defined in Section 8.1 of the GT&C will be deemed to be extended to the applicable point(s) on the third party's system for the purpose of transporting the off-system capacity. Transporter will indicate which path(s) is being utilized in this manner in a posting on its EBB. This posting shall remain on the EBB for the duration of the term of the agreement for the underlying off-system capacity.

4.10 Reserved

4.11 Electronic Execution of Agreements - For all TSAs (including all Parking & Lending Service Agreements, Park & Loan Service Request Orders and amendments to existing agreements) entered into on or after the effective date of this tariff provision (all of which shall be referred to as Service Agreements for purposes of this Section 4.11), Transporter and Shipper may execute such Service Agreements electronically or by signing a traditional paper agreement. If Shipper elects to sign a traditional paper agreement, then Shipper shall not submit nominations while the paper Service Agreement is pending execution. For Service Agreements requiring filing with the Commission, Transporter may submit either electronic or traditional paper Service Agreements.

(a) For service under Rate Schedule PAL, a PAL RO shall be deemed to be executed by Shipper when the required information pursuant to Section 4.1 of the GT&C is submitted on Transporter's EBB and accepted by Shipper on the EBB. For all other Service Agreements, such agreement shall be deemed to be executed by Shipper when the Shipper accepts the Service Agreement electronically via Transporter's EBB. Unless otherwise agreed, all Service Agreements (including PAL ROs) shall be deemed to be in the form of the Form of Service Agreement for the applicable rate schedule upon execution by Shipper. Service Agreements shall be deemed to be executed by Transporter when Transporter accepts the Shipper's Service Agreement using the EBB. Upon acceptance by both Shipper and Transporter, the Service Agreement will be deemed fully executed. A Service Agreement that is executed in this manner shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records.

(b) If a Service Agreement contains provisions that must be reviewed by the Commission and the Service Agreement is not accepted by the Commission, then Transporter and Shipper shall collaborate to remedy any deficiencies.

4.12 Transporter and Shipper may mutually agree to include an evergreen provision in the TSA that would allow the agreement to continue in effect beyond its primary term with the mutual consent of the parties. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.9 of the GT&C, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity. For purposes of this provision, if the parties elect to continue the agreement into an evergreen period, the right-of-first-refusal requirements of Section 4.14 and the contract procedures of Section 4 will only apply when the TSA reaches the end of such evergreen period.

4.13 Subject to available capacity and this Section 4, a Shipper with an Executed TSA pursuant to Rate Schedules FT-H, NNTD and NNTH may re-contract to a higher level of such service at any time for the remainder of the term of its contract.

4.14 Right-of-First-Refusal

(a) Upon expiration of the term of a TSA providing for service for 12 Months or more at the applicable maximum tariff rate, or a TSA that was in effect on March 26, 2000, providing for service for 12 Months or more at a discounted rate, a "right-of-first-refusal" as prescribed in this Section 4.14 shall be available. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.9 of the GT&C, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity. In order to avail itself of its right-of-first-refusal, the Shipper must give Transporter its written notice of intent to exercise such right-of-first-refusal not later than (i) the date of the notice period provided for in Shipper's contract; or (ii) six Months prior to the expiration of the term of the contract, whichever shall first occur.

(b) Transporter shall post on its EBB the terms and conditions of the available capacity under the expiring contract as follows:

(i) firm daily quantities stated in dth/d;
(ii) the Flow Path, Receipt and Delivery Points at which capacity is available and the firm quantities at such point(s);
(iii) effective date;
(iv) term;
(v) the rate (i.e., Reservation Charge(s) and Usage Charge(s) applicable to each Delivery Point);
(vi) minimum conditions; and
(vii) the criteria by which bids are to be evaluated.

Shippers exercising right-of-first-refusal for a portion of their TCD will not be required to retain primary rights on a geographic proportionate basis.

(c) Capacity will be made available on a not unduly discriminatory basis and will be assigned on the basis of an open season for a period of not less than 20 Business Days' duration. Capacity that is sold on an interim basis in accordance with Section 4.7 of the GT&C, Capacity Reserved for Expansion Projects, shall not be eligible for a right-of-first-refusal unless Transporter and Shipper agree to a conditional contractual right-of-first-refusal that would take effect upon a determination that the proposed project will not go forward. Capacity that is sold on an interim basis pursuant to Section 4.2(c) of the GT&C, Prospective Sale of Available Capacity, shall not be eligible for a right-of-first-refusal.

4.14 Right-of-First-Refusal

(c) (continued)

(i) Shipper(s) desiring to acquire such available capacity shall notify Transporter, via its EBB, during the open season. Such bidding shall be conducted in conformance with the requirements of Section 9.8(b) of the GT&C.

(ii) Shipper's bid must include:

(a) Shipper's legal name, DUNS number and, if applicable, the contract number under which it desires to acquire capacity;

(b) the quantity of capacity to be acquired at each Flow Path, Receipt and Delivery Points;

(c) the term of the acquisition; and

(d) the maximum rate Shipper is willing to pay for the capacity.

(iii) The potential Shipper must satisfy the other provisions of this Tariff applicable to requests for firm transportation.

(d) Transporter shall not be obligated to accept any offer for such capacity at less than the maximum applicable tariff rate. For purposes of (1) determining best bids, (2) awarding capacity and (3) applying matching procedures, Transporter will utilize the evaluation criteria of Section 9.9(b), and will include any contractual usage revenue commitments in the application of such criteria. In the event Transporter accepts an offer, however, Transporter shall inform the existing Shipper of the terms of such offer. The existing Shipper shall have 5 Business Days in which to inform Transporter that it agrees to match such offer as to the entire quantity or any partial quantity. Such agreement shall be irrevocable. The existing Shipper or the offering Shipper, as appropriate, shall execute a TSA containing the terms offered or matched. If the existing Shipper matches and retains only a partial quantity of one or more of the acceptable offer(s), the remainder of the capacity shall be allocated to the winning offering Shipper(s). If Transporter accepts an offer which is a negotiated rate, the highest rate that the existing Shipper must match if it desires to retain all or a portion of its existing capacity is the maximum applicable tariff rate.

(e) Transporter will notify the existing Shipper if there are no competing offers or if no acceptable bid was received for all or a portion of the contract quantity, pursuant to Section 4.14(d). Following such notification, the existing Shipper and Transporter shall have ten Business Days in which to mutually agree to acceptable terms for a new firm TSA.

4.14 Right-of-First-Refusal

(e) (continued)

(i) The existing Shipper is entitled to transportation service under a new TSA upon the expiration of its contract, if such Shipper agrees to pay the maximum applicable tariff rate for all or a portion of the contract quantity for which no acceptable bid was received; however, to obtain a right-of-first-refusal, Shipper must agree to a new TSA for all or a portion of the contract quantity for which no acceptable bid was received for a term of at least one Year. In the alternative, Shipper may continue to receive service under a new TSA if Transporter and Shipper mutually agree within the ten Business Days to a discounted rate and term. Transporter is not required to accept any rate less than the maximum applicable tariff rate.

(ii) Should existing Shipper and Transporter fail to agree within the ten Business Days, Shipper's right-of-first-refusal shall terminate and Transporter will post the capacity as available on its EBB.

(f) If a Shipper's TSA does not qualify for the right-of-first-refusal under this Section 4.14, Transporter and any such Shipper may mutually agree to include a right-of-first-refusal clause in their agreement. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.9 of the GT&C, it may not elect to extend the term of its agreement beyond the term of Transporter’s agreement for such off-system capacity. To the extent Transporter agrees to any such provision, it will do so on a not unduly discriminatory basis. The contractual right-of-first-refusal clause would allow the Shipper to exercise a right-of-first-refusal using the procedures of this Section 4.

(g) In accordance with Section 8.1(k), no right-of-first-refusal will apply to the firm capacity subject to the re-purchase option associated with the East Valley Lateral described in Docket No. CP06-57-000.

4.15 Extension of Executed TSAs

(a) Transporter and Shipper may mutually agree to the early termination of one or more Executed TSAs in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity prior to the extension.

4.15 Extension of Executed TSAs (continued)

(b) Prior to the expiration of the term of an Executed TSA, Transporter and Shipper may mutually agree to an extension of the term of the Executed TSA with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner). If an existing TSA has either a contractual or a regulatory right-of-first-refusal, the mutual agreement of the parties to extend the existing TSA must be reached prior to the receipt of an acceptable bid submitted pursuant to the right-of-first-refusal procedures described in Section 4.14.

(c) When an existing TSA is subject to a regulatory right-of-first-refusal, or contains a contractual right-of-first-refusal, or a rollover clause, the extension rights described in this Section 4 will apply to each portion of capacity that expires in increments (i.e., on a step-down basis) during the term of the Executed TSA.

4.16 Creditworthiness Requirement. A Shipper wishing to obtain service must first comply with the creditworthiness requirements of this Section 4.16.

(a) Transporter shall not be required to perform or to continue service under this FERC Gas Tariff on behalf of any Shipper who is or has become insolvent, or fails to meet payment obligations in accordance with Sections 12.2 or 12.3 of the GT&C, or who, at Transporter's request, fails, within a reasonable period to demonstrate creditworthiness or fails to provide adequate assurances of performance as such are defined in the Colorado version of the Uniform Commercial Code (See C.R.S. Section 4-1-101, et. Seq.).

However, such Shipper may receive service under this FERC Gas Tariff if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, an amount equal to the cost of performing the service requested by Shipper for a three (3) Month period to include the cost of gas for permissible imbalance quantities. For purposes of this FERC Gas Tariff, the insolvency of a Shipper shall be evidenced by the filing by such Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive Days. Notwithstanding the above and Sections 12.4 and 12.5 of the GT&C, Transporter shall not suspend service to any Shipper, who is or has become insolvent, in a manner that is inconsistent with the Federal Bankruptcy Code.

4.16 Creditworthiness Requirement (continued)

Based on the amount of creditworthiness demonstrated by a Shipper, a daily tender limit shall be established for IT TSAs stating the maximum quantity available to be scheduled. Existing IT TSAs shall use their previous MDQ to establish creditworthiness.

4.17 Discounted Rates

(a) Transporter, upon mutual agreement with Shipper, may from time to time and at any time agree to adjust any or all of the rates applicable to any individual TSA on a non-discriminatory basis; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the minimum rate(s) set forth on Statement of Rates for the applicable Rate Schedule. Discounts granted pursuant to this Section 4.17 will not constitute a material deviation from Transporter's Form of Service Agreement.

Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions:

1) to specified quantities under the TSA;

2) to specified quantities achieving or not exceeding a certain level;

3) in a specified relationship to quantities actually transported;

4) to specified quantities during specified periods of time or during specified periods of the Year;

5) to specified quantities at specific Receipt or Delivery Points or other geographical locations;

6) to production or reserves committed or dedicated to Transporter;

7) that a specified discounted rate is based on a formula including, but not limited to, published index prices for specific Receipt and/or Delivery Points or other agreed upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., reservation charge or usage charge or both) and any formula will provide a reservation rate per unit of contract demand. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per MDQ. Furthermore, such discount shall not change the underlying rate design or include any minimum bill or minimum take provision that has the effect of guaranteeing revenue;

4.17 Discounted Rates

(a) (continued)

8) that provides for increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the rate for a separate service provided under another rate schedule;

9) where the rate provision incorporates a mutually agreeable marketing fee pursuant to Section 9.15; and/or

10) that includes a provision that if one rate component, which was at or below the applicable maximum rate at the time the discount agreement was executed, subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in Transporter's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, then other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff provisions. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

(b) Comparable Discounts: If Transporter agrees to provide its affiliate with marketing function employees a discount for any pipeline service, Transporter shall make such discounted rate contemporaneously available to similarly situated unaffiliated Shippers.

(c) In the event Transporter discounts the total rate under Shipper's firm or interruptible TSA, it will discount the components of such total rate in the following order: 1) reservation charge, if applicable.

(i) The minimum usage charge and the ACA Surcharge (pursuant to Section 17.1) are not discountable rate components.

4.18 Negotiated Rate Authority

(a) Authority and Conditions. Notwithstanding anything to the contrary contained in this Tariff, including the rate schedules contained herein, Transporter and Shipper may agree to a rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff (including rates derived from a formula) that may vary in form or level from the maximum-to-minimum ranges set forth on Statement of Rates of this Tariff ("Negotiated Rate"). This provision does not allow Transporter and Shipper to negotiate terms and conditions of service.

(i) Transporter's maximum applicable rates (plus all applicable surcharges) for service under any such rate schedule are available as recourse rates for any Shipper that elects not to negotiate a Negotiated Rate.

(ii) Negotiated Rates shall be mutually agreed to and set forth in writing.

(iii) Transporter and Shipper may agree to a Negotiated Rate for the entire term of a TSA, or may agree to a Negotiated Rate for some portion of the term of a TSA. Transporter and Shipper may agree to apply the Negotiated Rate to all or a portion of capacity under Shipper's TSA.

(iv) During the period a Negotiated Rate is in place, the Negotiated Rate shall govern and apply to Transporter's service under the TSA and the otherwise applicable rate, rate component, charge or credit shall not apply or be available to the Shipper. Only those rates, components, charges or credits which are superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Tariff shall remain in effect. At the end of the period during which Negotiated Rates are in effect, the otherwise applicable Tariff rates or charges shall govern any service provided to Shipper.

(v) Prior to or on the same Day as commencing service at such Negotiated Rate, Transporter shall file either: (i) the Negotiated Rate agreement; or (ii) a tariff provision advising the Commission of such Negotiated Rate agreement, stating the exact legal name of Shipper and specifying the actual Negotiated Rate or rate formula included in such agreement.

(b) Impact on Other Provisions. A Shipper paying for service under a Negotiated Rate that is higher than the maximum rate for such service stated on the Statement of Rates is deemed to have paid the maximum rate for purposes of scheduling and capacity allocation pursuant to Section 6 of the GT&C, for purposes of evaluating right-of-first-refusal bids pursuant to Section 4.14, and for purposes of selling capacity pursuant to Section 4. The highest rate the Shipper must match for right-of-first-refusal matching purposes is the maximum rate set forth in this Tariff.

4.18 Negotiated Rate Authority (continued)

(c) Accounting for Costs and Revenues. Transporter will maintain accounting records so that revenues can be tracked to each Negotiated Rate transaction.

(d) Discount-Type Adjustment. In situations where Transporter has granted a market justified discount to the recourse rate and subsequently converted the service agreement to a negotiated rate service agreement, Transporter may seek a discount type adjustment. Such adjustment would be based on the greater of: (i) the negotiated rate revenues received or (ii) the discounted recourse rate revenues which otherwise would have been received.

(i) A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment, including requiring that Transporter shall have the burden of proving that any discount granted is required to meet competition.

Transporter shall be required to demonstrate that any discount-type adjustment does not have an adverse impact on recourse rate Shippers by:

(A) Demonstrating that, in the absence of Transporter's entering into such non-conforming Negotiated Rate agreement providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or

(B) Making another comparable showing that the non-conforming Negotiated Rate discount contributes more fixed costs to the system than could have been achieved without the discount.

(ii) Transporter may also seek to include in a discount-type adjustment non-conforming Negotiated Rate TSAs that were converted from pre-existing discounted Part 284 TSAs to non-conforming Negotiated Rate TSAs.

4.19 Statutory Regulation. The respective obligations of Transporter and Shipper under the Executed TSA are subject to the laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

4.20 Assignments

(a) Assignable Parties. A Shipper may assign its TSA to:

(i) any person, firm, or corporation acquiring all, or substantially all, of the natural gas business of said Party;

(ii) an entity that causes Transporter to be financially indifferent to the assignment;

(iii) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; but it may not be otherwise assigned without the consent of the other Party hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.

(b) If a Shipper wishes to assign a portion or all of its firm capacity under a TSA to a party not described above, it must do so using the capacity release provisions of this Tariff.

4.21 As a condition to providing service under Section 284.102(d) of the Commission's Regulations for any Shipper under this Volume No. 1A Tariff, Shipper shall provide certification including sufficient information to verify that its services qualify under said section. Prior to commencing transportation service described in Section 284.102(d)(3) of the Commission's Regulations, Transporter must receive the certification required from a local distribution company or an intrastate pipeline pursuant to Section 284.102(e)(3).

4.22 Heating Values

(a) Effective January 1, 2006, the TCD of Transporter's TSAs will be converted from Mcf to dth using the following procedures. Using the Receipt and Delivery Points underlying the path rights assigned in Docket No. RP04-248, Transporter shall convert Mcf quantities to dth quantities by multiplying the number of Mcf by the Heating Value conversion factor specified in the table below for the basin and area pertaining to the primary rights indicated in the TSA.

BASIN/AREA	CONVERSION FACTOR
Permian Basin	
Plains Area	1.018
Monument Area	1.007
Eunice Area	1.012
Pecos Area	1.051
Keystone Area	1.031
Midkiff Area	1.029
Waha Area	1.025
Salt Flat Area	1.041
Snyder Area	0.970
Anadarko Basin	
Dumas South	1.043
Amarillo South	1.038
San Juan Basin	
Bondad North	1.002
Bondad South	1.000
Blanco Area	1.009
Rio Vista Area	1.024

(b) Unless the applicable TSA reflects a dth conversion factor, the factors listed below shall be used to convert Mcf to dth quantities at the following locations.

Daggett Compressor Station	1.044
Washington Ranch	1.022

(c) After January 1, 2006, the availability of capacity at any point or path will be determined on a dth basis using the most recently available and reliable data concerning the prospective Heating Value of the gas flowing at that point or on that path.

4.23 Arbitration - Transporter agrees to include an arbitration provision in Shipper's TSA detailing the requirements of this section if the following conditions are met: (1) if Shipper is a foreign government, an agency of a foreign government, or an entity created by them to conduct business and, (2) prior to execution of such agreement, requests binding arbitration of any dispute arising under a TSA not subject to the Commission's exclusive jurisdiction. Unless the parties agree otherwise, such arbitration shall be conducted using the Rules of Arbitration of the International Chamber of Commerce of Paris, France.

5. SERVICE CONDITIONS

5.1 Transporter and Shipper acknowledge that the Executed TSA does not prohibit either party from selling or transferring its own facilities; therefore, neither Transporter nor Shipper shall have any obligation to provide services under the Executed TSA that requires the use of any facilities sold or transferred; provided, however, Transporter first shall seek abandonment authorization for any jurisdictional facilities or jurisdictional services and Shipper shall have the right to protest such abandonment as inconsistent with the present or future public convenience and necessity.

5.2 Unless otherwise provided in the Executed TSA, in the event Transporter and Shipper agree in writing that additional facilities are necessary in order to implement the service provided under the Executed TSA, Shipper agrees to reimburse Transporter for all expenditures associated with the construction and installation of such facilities which shall be owned, operated and maintained by Transporter.

5.3 Unless otherwise agreed to in writing, Transporter shall only be responsible for the maintenance and operation of its own properties and facilities and shall not be responsible for the maintenance or operation of any other properties or facilities connected in any way with the transportation of Natural Gas.

5.4 Transporter shall have the right to interrupt the transportation of Natural Gas when necessary to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, the El Paso System, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper and, except in cases of emergency, shall give Shipper advance notice of its intention to so interrupt the transportation of gas and of the expected magnitude of such interruptions.

5.5 Transporter shall construct, replace, or recondition laterals (at its own expense) to comply with contractual commitments, or to conform to Department of Transportation Regulations or other safety related requirements. Transporter shall also construct laterals, as requested by a Shipper, when that Shipper has agreed to reimburse Transporter for the construction and related costs. For purposes of this Section 5.5, "laterals" mean any pipeline extension (other than mainline extension) built from an existing pipeline facility to deliver gas to one or more customers, including new Delivery Points and enlargements or replacements of existing laterals.

5.6 Pressure Commitment. If mutually agreed upon in the TSA or Operator agreement, Transporter may commit to maximum and minimum receipt and delivery pressure levels to Shippers on a not unduly discriminatory basis, and where necessary, upon specified conditions, to ensure that such commitments do not have any adverse effects on Transporter's system. If such commitment involves service under Rate Schedules FT-H or NNTH the agreed upon pressure commitment shall be consistent with the provisions of the rate schedule. Such conditions may include quantity limitations or other operational requirements to ensure the quality of service. Transporter will post on its EBB agreed-

5.6 Pressure Commitment (continued)
upon maximum and minimum receipt and delivery pressure commitments and any applicable operating conditions. Transporter will not agree to a maximum or minimum receipt or delivery pressure that will render it unable to meet its existing firm obligations and, upon request, will provide a written explanation to the Shipper explaining the operational basis for rejecting any request for a maximum or minimum pressure.

5.7 Delivery Codes

(a) Scheduling and contracting will be conducted at the meter level for all TSAs except where there exists an effective Operator Point Aggregation Service Agreement ("OPASA") with the DP Operator under Rate Schedule OPAS.

(b) Should a Shipper elect to contract and schedule using the D-Code arrangement described in this Section 5.7, the Shipper's TSA shall list the MDQs for the individual meters aggregated into the D-Code arrangement. The contracted maximum delivery meter quantity, as defined in the Shipper's TSA, will be termed the meter "CMQ".

(i) The CMQ identifies the fully contracted MDQ level below which the related MDOs may not be reduced.

(ii) The sum of the individual meter CMQs will be equal to the D-Code MDQ.

(iii) Physical path rights pursuant to Section 8.1 of this Tariff are not provided for by CMQs.

(iv) Upon termination of an OPASA, the D-Code MDQ will no longer be applicable. In that event, the meter CMQ will be deemed to be the MDQ for each meter and Transporter will revise the TSA accordingly.

(c) Where an OPASA has been executed by a DP Operator, any other Shipper may request service to the Delivery Points included in that OPASA and use the D-Code arrangement described here, provided that all the other conditions of this Section 5.7 have been met. Delivery meters identified in an OPASA may be grouped into multi-meter D-Codes; however, the use of multi-meter D-Codes may not adversely affect the firm rights of other Shippers or firm service reliability.

(i) Transporter shall assign multi-meter D-Codes to DP Operators based on the following criteria:

A. Multi-meter D-Codes must have a similar operational impact on Transporter's system;
B. Multi-meter D-Codes may not traverse a persistent system constraint point;

5.7 Delivery Codes

(c) (i) (continued)

C. No Shipper or other Interconnecting Party shall be disadvantaged as a result of a multi-meter D-Code; and

D. Multi-meter D-Code locations must be operated by the same party.

(ii) Transporter shall evaluate and grant a request to add a meter(s) to an existing D-Code if the following criteria are met:

A. The addition of the meter must not alter the operational impact of existing D-Codes on Transporter's system;

B. The addition of the meter will not effectuate transportation across a persistent system constraint point;

C. No Shipper or other Interconnecting Party will be harmed by the addition of the meter to the existing D-Code;

D. All meters (including any additional meter(s)) within a D-Code must be operated by the same party; and

E. Transporter is not economically disadvantaged by the addition of the meter to the existing D-Code.

(iii) Transporter shall grant requests for multi-meter D-Codes in a not unduly discriminatory manner.

(d) The OPASA identified in Section 5.7(a) shall identify an MDO and an MHO at each delivery meter aggregated in the OPASA providing service to that DP Operator and such other conditions as necessary to ensure the reliability of firm service to all shippers.

(i) The MDO and the MHO for a Delivery Point shall not exceed the meter capacity at that point or the upstream capacity available on a firm basis to serve that DP Operator.

(ii) Operators may utilize different delivery meters within their designated D-Code; however, Transporter shall have no obligation to provide service above the MDO or MHO at any individual meter or the applicable MDQ for that D-Code.

6. NOMINATIONS AND SCHEDULING PROCEDURES

This Section 6 applies to the operation of Transporter's system and sets forth the procedures for scheduling of receipts and deliveries and allocation of pipeline system capacity or any portion thereof among Shippers receiving transportation service from Transporter under Executed TSAs pursuant to this Tariff and transportation arrangements included in Transporter's FERC Gas Tariff, Volume No. 2.

6.1 Scheduling of Receipts and Deliveries

(a) Except as provided below for certain nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles, as modified for the extension of the deadline for nominations to leave control of the nominating party (nomination deadlines) for an additional fifteen minutes. An additional two cycles, Late Day Nomination Cycle 6 and Final Nomination Cycle 7, will be supported pursuant to Sections 6.1(a)(vi) and 6.1(a)(vii) of the GT&C. All times are Central Clock Time (CCT) pursuant to NAESB WGQ Standard 0.3.17.

All shipper nominations requiring Transporter to use acquired off-system capacity and resulting in the coordination of nominations across multiple pipelines shall be submitted in accordance with NAESB WGQ Standard 1.3.2. deadlines.

(i) The Timely Nomination Cycle
On the Day prior to gas flow:

1:15 p.m.	Nominations leave control of the Service Requester (SR);
1:30 p.m.	Nominations are received by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
1:30 p.m.	Transporter sends the quick response to the SR;
4:30 p.m.	Transporter receives completed confirmations from confirming parties;
5:00 p.m.	SR and point operator receive scheduled quantities from the Transporter.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

6.1 Scheduling of Receipts and Deliveries

(a) (continued)

(ii) The Evening Nomination Cycle

On the Day prior to gas flow:

6:15 p.m.	Nominations leave control of the SR;
6:30 p.m.	Nominations are received by the Transporter (including from TTTSPs);
6:30 p.m.	Transporter sends the quick response to the SR;
8:30 p.m.	Transporter receives completed confirmations from confirming parties;
9:00 p.m.	SR and point operator receive scheduled quantities from the Transporter.

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(iii) The Intraday 1 Nomination Cycle

On the current Gas Day:

10:15 a.m.	Nominations leave control of the SR;
10:30 a.m.	Nominations are received by the Transporter (including from TTTSPs);
10:30 a.m.	Transporter sends the quick response to the SR;
12:30 p.m.	Transporter receives completed confirmations from confirming parties;
1:00 p.m.	Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(iv) The Intraday 2 Nomination Cycle

On the current Gas Day:

2:45 p.m.	Nominations leave control of the SR;
3:00 p.m.	Nominations are received by the Transporter (including from TTTSPs);
3:00 p.m.	Transporter sends the quick response to the SR;
5:00 p.m.	Transporter receives completed confirmations from confirming parties;
5:30 p.m.	Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

6.1 Scheduling of Receipts and Deliveries
(a) (continued)

(v) The Intraday 3 Nomination Cycle
On the current Gas Day:

7:15 p.m.	Nominations leave control of the SR;
7:30 p.m.	Nominations are received by the Transporter (including from TTTSPs);
7:30 p.m.	Transporter sends the quick response to the SR;
9:30 p.m.	Transporter receives completed confirmations from confirming parties;
10:00 p.m.	Transporter provides scheduled quantities to the affected SR and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(vi) The Late Day Nomination Cycle 6: 11:00 p.m. for receipt of nominations and completed confirmations from upstream and downstream connected parties by the transporter; 12:00 a.m. for Transporter to provide scheduled quantities to affected shippers and point operators (CCT on the Gas Day). Scheduled quantities resulting from this cycle should be effective at 1:00 a.m. on Gas Day. Bumping is not allowed during this cycle.

(vii) Final Nomination Cycle 7: 7:30 a.m. for receipt of nominations and completed confirmations from upstream and downstream connected parties by the Transporter; 8:30 a.m. for Transporter to provide scheduled quantities to affected shippers and point operators (CCT on the Gas Day). Bumping is not allowed during this cycle. Scheduled quantities resulting from this cycle should reflect quantities no greater than those quantities that have already flowed for the Gas Day. Shipper's nominated quantity will not be scheduled if such quantity exceeds the Flowing Gas quantity shown in Transporter's DART System for the applicable location. Nominated quantities cannot increase the amount of Shipper's current Gas Day imbalance.

(viii) For purposes of Sections 6.1(a)(iii), (iv), (v), (vi), and (vii) of the GT&C, the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

6.1 Scheduling of Receipts and Deliveries
(a) (continued)

(ix) Reserved

(x) Intraday Requests: Shippers may submit intraday requests which address either a single or multiple Receipt/Delivery Point(s). Transporter will schedule such requests using the allocation priorities established in Section 6.2 of the GT&C with the additional requirements that 1) intraday nominations submitted by firm shippers have scheduling priority over nominated and scheduled interruptible quantities during all nomination cycles prior to the Intraday 3 Nomination Cycle, 2) requests for firm primary service will have priority over previously scheduled Flow Point Secondary, Flow Path Secondary, First Alternate, Second Alternate and interruptible service, and Flow Point Secondary, Flow Path Secondary, First Alternate and Second Alternate service will have priority over previously scheduled interruptible service during the evening nomination cycle, and 3) a Releasing Shipper's request to recall released capacity may result in the reduction of an Acquiring Shipper's previously scheduled quantities.

(xi) Section 284.12(b)(1)(i): In compliance with the Commission's Regulations, Transporter will 1) give scheduling priority to an intraday nomination submitted by a firm Shipper over nominated and scheduled quantities for interruptible Shippers (as further clarified by Section 6.1(a)(x) of the GT&C), 2) provide the bumped Shipper with advance notice of any reduction resulting from an intraday nomination, and 3) indicate whether daily penalties will apply for the Gas Day for which quantities are reduced (NAESB Standard 1.3.51). Nominations submitted on the Day prior to gas flow will take effect at the start of the Gas Day at 9:00 a.m. CCT.

(1) Nominations submitted by a firm Shipper will have priority over interruptible nominations submitted in the same cycle pursuant to Sections 6.1(a)(i), (ii), (iii), (iv), (v), (vi) and (vii).

(xii) Notice Procedures: Transportation Service Providers should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s) (NAESB Standard 5.3.34). Electronic Notice Delivery is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM (NAESB Standard 5.2.2).

6.1 Scheduling of Receipts and Deliveries

(a) (continued)

(xiii) Flow Day -- Shippers shall cause the Operators to tender the scheduled quantities of Natural Gas to Transporter at Receipt Points, plus quantities to be retained by Transporter for Fuel and L&U as provided for in the applicable transportation rate schedule, and Transporter shall deliver the scheduled quantities of Natural Gas, for Shippers' accounts, at Delivery Points.

(xiv) If a confirmation from an interconnect operator is received after quantities are scheduled, the resulting imbalance will be carried on the shipper's TSA unless the interconnect operator agrees to accept the scheduled quantities on its operational balancing agreement.

(b) Operating conditions may, from time to time, cause a temporary and unintentional imbalance between the quantities (in dth's) of Natural Gas that Transporter receives and the quantities of Natural Gas that Shipper takes under the Executed TSA. Transporter shall schedule gas attributable to imbalances when, in its reasonable discretion and in a not unduly discriminatory manner, it determines that it can practicably receive or deliver such imbalance quantities without affecting other service. In the event make-up or payback gas to resolve an imbalance is nominated and confirmed, the scheduling priority of such make-up or payback transaction, if capacity is available, shall be based on the priority of the underlying TSA.

(c) Transporter shall not be obligated to accept, for the account of Shipper, from any Receipt Point, a quantity of gas that is less than fifteen (15) dth per Day, so as to avoid measurement problems relative to small quantities and disproportionate administrative burdens.

(d) In the event that, for any Gas Day, a Shipper's initial nomination for transportation on Transporter's system is unsuccessful due to lack of access to downstream transportation at any Delivery Point, which Transporter shall confirm by contacting the downstream Operator, such condition shall have no adverse effect on the scheduling of other Shipper's rights at Receipt or Delivery Points.

(e) In the event of any occurrence which prevents Transporter from utilizing the process set forth above (e.g., computer failure), for the duration of such occurrence, Transporter shall schedule the lesser of the last new request received and confirmed or the previously scheduled quantities. Notice of the commencement and termination of any such occurrence shall be posted on Transporter's EBB. The provisions of Section 6.2(a)(iv) of the GT&C shall not apply to occurrences subject to this Section 6.1(e).

6.1 Scheduling of Receipts and Deliveries (continued)

(f) Point rights will be scheduled in the following order: 1) primary points, 2) non-primary points within the Primary Receipt-to-Delivery Flow Path, and 3) non-primary points outside the Primary Receipt-to-Delivery Flow Path.

(g) Path rights will be scheduled in the following order: 1) Primary Receipt-to-Delivery Flow Paths, 2) that portion of a Flow Path that is outside the Primary Receipt-to-Delivery Flow Path when the remaining portion of the Flow Path is inside, 3) Flow Paths in the virtual area using an alternate point, and 4) Flow Paths where no portion of the path uses the Primary Receipt-to-Delivery Flow Path.

(h) Shippers do not nominate and Transporter does not schedule hourly quantities. All nominations and confirmations are for daily quantities. Transporter shall determine equivalent hourly nominations/confirmations for any daily nominations/confirmations received, including a HEEN nomination, based on an hourly profile of the daily scheduled quantity or an hourly profile of the daily MDQ, as specified in the applicable rate schedule.

(i) Nominations for storage service shall use the transportation nomination procedures of this section.

6.2 Capacity Allocation Procedure. If, on any Day, Transporter determines that the capacity of its pipeline system, or any portion of such system, is insufficient to serve all requests for transportation for that nomination cycle, then Transporter will schedule transportation in accordance with the sequencing procedures set forth below until all available capacity at the constrained location is allocated.

All firm requirements shall be served first pursuant to Section 6.2(a) of the GT&C. Interruptible capacity shall be allocated after firm capacity, pursuant to Section 6.2(b) of the GT&C.

(a) Firm Allocation. Firm service shall be scheduled based on confirmed quantities not to exceed the capacity of the facility to receive or deliver gas and not to exceed any Shipper's maximum contract quantities. Capacity rights shall be determined based on point rights first and path rights second. For scheduling priority purposes only, capacity released at a rate that exceeds the maximum Reservation Rate shall be deemed equivalent to the maximum Reservation Rate.

(i) Shippers receiving service under Rate Schedule FT-2 for delivery to primary delivery point(s) shall receive their full requirements, up to a maximum of 10,000 dth per Day, before all other Shippers, subject to the requirements of Section 2.4 of Rate Schedule FT-2. FT-2 capacity shall be scheduled on an FT-2 primary basis and an FT-2 alternate basis (as applicable) if the conditions of Rate Schedule FT-2 Section 2.4 are satisfied. If the conditions of Rate Schedule FT-2 Section 2.4 are not satisfied, FT-2 capacity will be scheduled pursuant to Section 6.2(a)(iii) of the GT&C.

6.2 Capacity Allocation Procedure (continued)
(a) Firm Allocation (continued)

(ii) All other firm transportation Shippers using Primary Capacity.

(iii) All other firm transportation Shippers utilizing Flow Point Secondary, Flow Path Secondary or Alternate Capacity (including Segmentation) in the order listed below. Capacity within each category shall be scheduled within each group first to those shippers paying the maximum tariff rates for any rate zone. If allocations are required among the maximum rate shippers, they will be performed on a pro rata basis using TCD. Service will be scheduled next to those shippers paying discounted rates with the highest reservation rates being scheduled first. If allocations are required among discounted rate shippers paying the same discounted rate, they will be performed on a pro rata basis using TCD.

(A) Firm Shippers using Flow Point Secondary Capacity.

(B) Firm Shippers using Flow Path Secondary Capacity.

(C) Firm Shippers using First Alternate Capacity.

(D) Firm Shippers using Second Alternate Capacity.

(iv) Service using Flow Point Secondary, Flow Path Secondary, First Alternate, or Second Alternate Capacity will be scheduled within each group for capacity allocations at Delivery Points or along a Flow Path. For purposes of allocating such capacity, the following shall apply:

(A) Confirmed nominations shall be used to determine capacity allocations, if any, at Flow Point Secondary, First Alternate, and Second Alternate points.

(B) When there is a constraint along a Flow Path, the confirmed nominated quantity at or through the constraint shall be used to determine capacity allocations at or through such constraint when the Flow Path scheduling priority assigned at the constraint location is Flow Path Secondary, First Alternate or Second Alternate.

6.2 Capacity Allocation Procedure (continued)
(a) Firm Allocation (continued)

(v) If, on flow day, an interruption of service occurs which requires a reallocation of previously scheduled capacity, Transporter shall allocate pursuant to this Section 6.2, but shall treat categories (a)(ii) and (a)(iii) above equally for allocation purposes. Interruptions of service under this Section 6.2(a)(v) shall not include any such interruptions that may result from intraday scheduling pursuant to Section 6.1 of the GT&C.

(vi) If any firm Shipper notifies Transporter that it is experiencing a bona fide emergency that would result in irreparable injury to life or property or to provide minimum plant protection absent availability of additional pipeline capacity, Transporter shall treat the confirmed request for additional capacity to meet the requirements of the emergency in the same manner as it treats confirmed requests for capacity made by Shippers identified in Section 6.2(a)(i) of the GT&C. A Shipper with a TCD shall not be entitled to emergency service in excess of its TCD. The emergency capacity available to a Shipper with a Rate Schedule FT-2 full requirements TSA shall be determined as that capacity required to serve a verifiable emergency in excess of the quantity initially scheduled by Transporter for said Shipper. The total service provided to such Rate Schedule FT-2 Shipper shall not be entitled to emergency service to exceed 10,000 Dth per Day. The Shipper shall not use this provision to take advantage of price differences between production basins. Transporter shall provide service under this provision at a Receipt Point causing the least amount of interruption among its Shippers. An authorized representative of the Shipper must provide a sworn statement to Transporter by facsimile, within 24 hours of the original notification, that states: (1) the details and estimated length of the emergency; (2) that all sources of gas available to Shipper are being used; (3) that all interruptible services are unavailable; and (4) that no alternate fuel can be used. Shipper shall notify Transporter immediately upon cessation of the emergency. Allocation of capacity pursuant to this provision is not an authorization to confiscate or divert any shipper's supplies. Transporter shall have no responsibility hereunder to furnish gas supplies for such emergency nor shall Transporter have any liability if Shipper fails to make adequate gas supplies available for such purpose. In the event such Shipper does not arrange for adequate supplies during the emergency, then any overpulls attributable to the emergency shall be billed at the Critical Condition Daily Imbalance Charge specified in Section 11.1 and all amounts received shall be credited pursuant to Section 14.2(a).

6.2 Capacity Allocation Procedure

(a) Firm Allocation (continued)

(vii) In the event a firm Shipper requests and receives an emergency exemption as provided in Section 6.2(a)(vi) of the GT&C, Transporter shall charge the Shipper receiving emergency service ("Emergency Shipper") all usage rates, surcharges and Fuel and L&U under the applicable rate schedule for the quantities of gas scheduled or delivered to or for the account of that Shipper. If an Emergency Shipper receives emergency service and, as a result, another Shipper receives less than its capacity scheduled that Day, then the Emergency Shipper will also be charged an additional reservation charge equivalent to the highest firm rate (on a daily equivalent basis) multiplied by the quantity by which the Emergency Shipper exceeded its scheduled capacity and the number of applicable Days.

(b) Interruptible Allocation. Interruptible capacity shall be allocated based on the usage rate being paid with the highest rate being scheduled first. Shippers paying the same usage rate shall be allocated on a pro rata basis based on nominated and confirmed quantities. Interruptible capacity shall be allocated in the following order:

(i) First, among Shippers receiving firm authorized overrun transportation service.

(ii) Second, among Shippers receiving interruptible transportation service up to the Shipper's scheduled quantity and pooling service.

(iii) Third, among Shippers utilizing Transporter's Rate Schedule PAL and Rate Schedule ISS service. Interruptible storage capacity shall be allocated based on the storage inventory rate being paid with the highest rate being scheduled first. Shippers paying the same usage rate shall be allocated on a pro rata basis based on the daily scheduled quantity.

6.3 Adjustments to Confirmations due to Receipt or Delivery Point Underperformance

(a) If, on any Day, Transporter determines in its reasonable discretion that underdelivery of Natural Gas from a Receipt Point into Transporter's system (receipt underperformance) or under takes of Natural Gas at a Delivery Point on Transporter's system (delivery underperformance), if allowed to continue, could adversely affect system integrity, Transporter shall have the right, after providing as much advance notice as possible, to make adjustments at such point to Operators' confirmations to reflect more accurately such Operators' previous actual flows into or out of Transporter's system. The provisions of this Section 6.3 shall apply either until the underperformance is eliminated or until this threat to system integrity no longer exists.

(b) Transporter shall identify potential threats to system integrity by utilizing criteria such as: weather forecast for the market area and producing area; system conditions, including outages, maintenance, equipment availability and linepack; overall projected pressures at various locations and meters; and storage conditions.

(c) When underperformance occurs and the source of such underperformance is immediately identifiable, Transporter shall make adjustments to that Operator's confirmed quantities. Those quantities that are independently verifiable by Transporter and which match the Operator's confirmation shall not be subject to the provisions of this Section 6.3. When the source of underperformance is not immediately identifiable, the smallest affected area shall be identified and these procedures apply only to that portion of the system.

The following procedures shall be used to adjust Operators' confirmed quantities of Natural Gas in the event of underperformance.

(i) Interconnects shall be monitored by Transporter on a daily basis where real time data is available.

(A) When actual receipts are less than confirmed quantities and the shortfall in receipts threatens the integrity of Transporter's system, Transporter shall notify the Operator and request the Operator to increase deliveries or reduce confirmed quantities prospectively.

(B) When actual takes at a Delivery Point are less than confirmed quantities and such action threatens the integrity of Transporter's system, Transporter shall notify the Operator and request the Operator to increase takes or decrease confirmed nominations.

(ii) In the event an Operator fails to make adjustments, Transporter shall limit, on a pro rata basis, prospective confirmed quantities to actual flow on the Day in question. Higher confirmations shall be allowed prospectively only when the Operator increases quantities of gas into or out of Transporter's system to correct the applicable underperformance.

6.4 Capacity Allocation in the Event of Force Majeure or Required Maintenance. If Transporter determines that its available capacity is reduced due to force majeure or required maintenance, Transporter shall allocate all available capacity first to all primary service on a proportionate basis and then to all alternate service on a proportionate basis. Contract maximum Receipt or Delivery Point quantities shall be used to determine capacity allocations, if any, at a primary receipt or primary delivery point. When there is a constraint along a Flow Path, the contract Path Quantity at or through the constraint shall be used to determine primary capacity allocations at or through such constraint.

(a) Should multiple simultaneous events occur requiring Transporter to allocate available capacity, Transporter will schedule all available capacity by resolving the most constrained point (defined as the largest difference between confirmed nominations and operational available capacity) first. If further allocations are necessary, Transporter will continue to resolve the most constrained point until all constraints are resolved.

6.5 Flow Day Diversion. Subject to any other limitations set forth in each rate schedule and in the GT&C, during any intraday nomination cycle of the Gas Day a Shipper moving gas pursuant to Rate Schedules FT-1, FTH-V, FT-H, NNTD, NNTH, and/or IT-1 of this Volume No. 1A Tariff may divert scheduled quantities to a receipt or delivery point, as detailed in this Section 6.5. Any Receipt or Delivery Point diversion pursuant to this Section 6.5 is subject to the conditions set forth below:

(a) Delivery Point. Shipper may divert scheduled quantities to a Delivery Point ("Flow Day Diversion – Delivery" or "FDD") as long as such diversion occurs under the same TSA. A Releasing Shipper, as a term of release, may utilize such flow day diversion as a means of recalling capacity on an expeditious basis. Shipper will incur additional charges, pursuant to Section 8.1(g) of the GT&C when the diversion of gas quantities is to a Delivery Point in a higher-priced rate zone. Additionally, an Acquiring Shipper may utilize flow day diversion for the same Day return of such recalled capacity.

(i) The Shipper who desires to divert gas to an alternate delivery point must:

(A) Contact the Operator of the Delivery Point to which the gas was originally scheduled and arrange for that Operator to decrease the quantity to be received from Transporter, and

(B) Arrange with the Operator of the alternate delivery point to receive the gas.

(ii) The Operator of the Delivery Point from which the gas is to be diverted must notify Transporter, via Transporter's electronic scheduling system, which Shipper's gas is to be diverted and to whom and where it is to be diverted.

6.5 Flow Day Diversion
(a) (continued)

(iii) The Operator of the alternate delivery point must notify Transporter, via Transporter's electronic scheduling system, that said Operator has agreed to receive the diverted gas and must specify the quantities to be diverted to each Delivery Point.

(iv) Transporter shall compare the notifications to verify that the transactions correspond and shall determine if all or part of the requested transaction can be accommodated given the current and anticipated pipeline loading and operating conditions. A flow day diversion shall not have the effect of bumping a Shipper moving gas under Rate Schedules IT-1 or IHSW of this Volume No. 1A Tariff.

(v) If all or part of the transaction can be accommodated, Transporter shall notify the Shipper and Operators involved what portion of the transaction has been accepted.

(vi) The quantities scheduled to be diverted shall be assumed to have flowed such that no daily imbalance exists as a result of the diversion transactions at the end of the Day of flow. Any imbalance resulting from the difference between the total scheduled quantities (including diversion quantities) and the actual measured quantities shall be accounted for at the Delivery Point or on a TSA,

(vii) As a result of the diversion, Shipper shall not experience any change to the originally scheduled quantities and shall be invoiced as though the gas had been delivered to the originally scheduled point, except as otherwise provided in this Section 6.5(a) of the GT&C.

(viii) If an FDD results in hourly Delivery Point takes in excess of Shipper's Hourly Contract Entitlements, the Hourly Scheduling Penalty Quantity shall be reduced by the quantity diverted and such hourly diverted quantity shall be billed the IT rate if an hourly scheduling penalty would otherwise apply.

(ix) Upon the request of Shipper, Transporter shall provide Shipper with information pertaining to the utilization of FDD points that are Operationally Equivalent and the theoretical hourly equivalent service quantities available at each such point prior to Transporter and Shipper entering into a TSA.

6.5 Flow Day Diversion (continued)

(b) Receipt Point. Shipper may divert scheduled quantities to a Receipt Point ("Flow Day Receipt" or "FDR") that is within the same rate zone or in an downstream zone as long as such diversion occurs under the same TSA and does not involve a capacity increase at any constraint point between the new Receipt Point and the scheduled Delivery Point. A Receipt Point diversion is subject to the following conditions:

(i) Shipper shall reduce its previously scheduled receipt-to-delivery path by a quantity greater than or equal to the quantity to be nominated from the new Receipt Point. Should Shipper not reduce its previously scheduled path quantities, Transporter shall automatically reduce the new FDR nomination(s) based on priorities provided by Shipper in such nomination(s).

(ii) The FDR nomination shall include the same delivery point information (i.e., location, downstream party, package number, etc.) as the original nomination.

(iii) The FDR nomination shall not include a scheduled quantity greater than the quantity previously scheduled through the constraint point(s) in the prior scheduling cycle.

(iv) To the extent the requirements noted above are met, the FDR nomination will be processed in the current intraday cycle as "previously scheduled" rather than as a new, incremental nomination. All intraday nominations will be scheduled by Transporter pursuant to the provisions of Sections 6.1, 6.2 and 8.1 of the GT&C.

(c) Pursuant to Transporter's procedures to separately nominate off-system capacity as set forth in Section 4.9 of the GT&C, flow day diversions shall not be available at off-system receipt and delivery locations.

6.6 Pooling - Transporter shall provide one or more pooling areas in each of the production basins accessed by its system for purposes of facilitating the aggregation and disaggregation of gas received into its system within each such area. The process of aggregating and disaggregating gas receipts shall be deemed pooling. Pooling shall be subject to the following conditions:

(a) Transporter shall follow the priority rankings of poolers while providing such poolers at least two opportunities to make upstream transfers prior to gas being delivered to a downstream TSA;

6.6 Pooling (continued)

(b) Transporter shall not be obligated to schedule pooling transactions involving more than ten layers of Pools; and

(c) In order to honor previously scheduled quantities for TSAs, all pooling transactions must be reprocessed during each of the scheduling cycles. This may change the quantities reported on prior cycles.

(d) At a minimum, Transporter should be responsible for accommodating Title Transfer Tracking ("TTT") services at all points identified by Transporter as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, Transporter should be responsible for accommodating TTT at no less than one location. (NAESB Standard 1.3.64)

The Title Transfer Tracking services should be supported by means of the nominations, quick responses and scheduled quantities processes. At Transporter's election, the confirmation process may also be utilized with Title Transfer Tracking Service Providers within Transporter's system. (NAESB Standard 1.3.65)

(e) Transporter shall provide service as a Title Transfer Tracking Provider ("TTTSP") at its designated pooling points. Third Party Account Administrators ("3PADS") must follow the procedures and requirements for nominations, quick responses and scheduled quantities.

(f) Shippers may request a physical Receipt Point as a primary receipt point in lieu of a Pool. If a Shipper selects a Receipt Point rather than a Pool, the Shipper's primary receipt point rights will be at the Receipt Point and rights to the Pool containing that Receipt Point will be on an alternate basis.

(g) Transporter may facilitate TTT service(s) at individual locations where such service(s) is requested.

6.7 A Shipper paying a discounted rate may agree to pay a higher rate on a Day to Day basis, up to the applicable maximum rate, to improve its scheduling priority for an alternate firm or interruptible transaction prior to the beginning of the scheduling cycle for which the rate charge is applicable.

7. RESPONSIBILITY FOR GAS AND PRODUCTS

7.1 Transporter shall have no responsibility for Shipper's gas prior to its acceptance of such gas at the Receipt Point(s) and after delivery at the Delivery Point(s), and Shipper shall have sole responsibility for all arrangements necessary for delivery of Natural Gas to Transporter at the Receipt Point(s) for transportation, and for all arrangements necessary for receipt of Natural Gas for the account of Shipper at the Delivery Point(s), which arrangements otherwise meet the provisions set forth in the GT&C.

7.2 As between Transporter and Shipper, Transporter shall be deemed to be in control and possession of the Natural Gas from the time it is delivered to Transporter at the Receipt Point(s) until it is redelivered to Shipper at the Delivery Point(s), and Shipper shall be deemed to be in control and possession of the Natural Gas at all other times.

7.3 By tendering Natural Gas to Transporter, Shipper warrants that it has title to, or the right to ship under the Commission’s regulations and policies, the Natural Gas it has delivered.

8. OPERATING PROVISIONS

8.1 FIRM SERVICE

Firm transportation service under this FERC Gas Tariff shall be provided when, and to the extent that, Transporter determines that firm capacity is available in Transporter's existing facilities or facilities to be constructed pursuant to Section 4.7, which firm capacity is not subject to a prior claim by another customer or another class of service. The provisions of this Section 8.1 shall also be applicable to firm service under special rate schedules contained in Transporter's Volume No. 2 Tariff.

(a) A valid request for firm transportation service under this FERC Gas Tariff shall be in accordance with the procedures contained in Section 4.

(b) Transporter shall not be required to perform or continue service on behalf of any Shipper that fails to comply with the terms contained in the GT&C, in particular, but without limitation, in Sections 8.1, 4 and 5.7 and any and all terms of the applicable rate schedule and/or the terms of Shipper's TSA with Transporter.

(c) Upon request of Transporter, Shipper shall from time to time submit estimates of hourly, daily, monthly and annual quantities of gas to be transported, including peak hour and day requirements.

(d) Shipper shall deliver and receive Natural Gas in uniform hourly quantities during any Day with operating variations to be kept to the minimum feasible, except when specific hourly services are being provided.

(e) Segmentation and Pathing. Shippers taking service pursuant to Rate Schedules FT-1, FTH-V, FT-H, NNTD and/or NNTH are entitled to receive firm primary transportation from a primary receipt point to a primary delivery point using their Primary Receipt-to-Delivery Flow Path. To the extent operationally feasible, a Shipper may make use of its firm Primary Capacity by segmenting that capacity into separate parts for its own use or for the purpose of releasing that capacity to the secondary market.

(i) Transporter will use a "Walk the Pipe" process to determine a Shipper's priority on all Segments of a Shipper's nominated Flow Path. The nominated Flow Path originates at the nominated Receipt Point and ends at the nominated Delivery Point. The Shipper's priority on each Segment of the nominated receipt to delivery Flow Path will be determined by the Shipper's use of its primary point(s) and Primary Receipt-to-Delivery Flow Path(s) and its use of alternate point(s) and alternate paths.

8.1(e) Segmentation and Pathing
(i) (continued)

(A) A Shipper using its primary points and Primary Receipt-to-Delivery Flow Path will be assigned a primary priority on each Segment of the Flow Path from the primary receipt point to the primary delivery point.

1. When primary points are used, such primary points have priority over points assigned a Flow Point Secondary, First Alternate or Second Alternate scheduling priority, in that order.

2. A Shipper's Primary Receipt-to-Delivery Flow Path rights have priority over Flow Paths assigned a Flow Path Secondary, First Alternate or Second Alternate scheduling priority, in that order.

(B) Point rights have priority over path rights.

(C) A Shipper may use its firm transportation rights to nominate to alternate points. If a Shipper uses its alternate rights, each Segment from the nominated Receipt Point to the nominated Delivery Point will be assigned an individual priority as further described below.

However, Shipper may request to acquire primary rights at the Receipt and/or Delivery Point from Transporter, pursuant to Section 8.1(f)(iii).

(D) A higher priority status is assigned to alternate points that are located on a Shipper's Primary Receipt-to-Delivery Flow Path; these points are "within-the-path". A lower priority status is assigned to alternate points that are not located on a Shipper's Primary Receipt-to-Delivery Flow Path; these points are "outside-the-path". Alternate points nominated by a Rate Schedule FT-1 Shipper will be assigned a lower priority based upon the alternate point's within-the-path or outside-the-path status in the "Walk the Pipe" process.

(E) A higher priority status is assigned to that portion of a nominated Flow Path that is located on the Shipper's Primary Receipt-to-Delivery Flow Path. A lower priority status is assigned to that portion of a nominated Flow Path that is located outside the Shipper's Primary Receipt-to-Delivery Flow Path.

(F) A Shipper's use of an alternate receipt point and an alternate delivery point located on its Primary Receipt-to-Delivery Flow Path will have within-the-path rights at such alternate receipt and delivery points. The nominated path that is using the Shipper's Primary Receipt-to-Delivery Flow Path will have a primary with-in-the path priority status.

8.1(e) Segmentation and Pathing
(i) (continued)

(G) A Shipper's use of an alternate receipt point within-the-path of its Primary Receipt-to-Delivery Flow Path and an alternate delivery point outside its Primary Receipt-to-Delivery Flow Path will have within-the-path rights on the portion of the path that is within the Primary Receipt-to-Delivery Flow Path and outside-the-path rights on the portion of the path that is outside the Primary Receipt-to-Delivery Flow Path.

(H) A Shipper's use of an alternate receipt point outside-the-path of its Primary Receipt-to-Delivery Flow Path and an alternate delivery point within-the-path of its Primary Receipt-to-Delivery Flow Path will have outside-the-path rights on the portion of the path that is outside the Primary Receipt-to-Delivery Flow Path and within-the-path rights on the portion of the path that is within the Primary Receipt-to-Delivery Flow Path.

(I) A Shipper nominating an alternate receipt point and an alternate delivery point both of which are located outside its Primary Receipt-to-Delivery Flow Path and not using any of its Primary Receipt-to-Delivery Flow Path will have lower outside-the-path rights at the nominated alternate receipt and delivery points and on the Flow Path than a Shipper using a portion of its Primary Receipt-to-Delivery Flow Path and/or its primary points.

(ii) Pathing - Path rights are available to and at, and all points in between, the mainline locations on the following portions of Transporter's mainline system, as limited by each Shipper's Primary Receipt-to-Delivery Flow Path.

(A) The assignment of a Shipper's Primary Receipt-to-Delivery Flow Path is only for the purposes of capacity Segmentation and the implementation of this Section 8.1(e).

(B) All firm Shippers will be allocated within-the-path rights through the assignment of a Flow Path, as described below, to be designated in their TSAs. Pursuant to Section 4.9 of the GT&C, such Flow Path may be extended for the purpose of receiving from and/or delivering to off-system points. These path rights, and related Segmentation and flexible point rights, are defined below.

8.1(e) Segmentation and Pathing
(ii) (continued)

(C) North and South Designations

Points north of Dutch Flat Station on the Havasu crossover and north and west of the south discharge of Plains Station are considered "North Points" and for purposes of this Section 8.1(e) are designated "NPT." All points south of these locations, and all points on the Maricopa line, are considered "South Points" and for purposes of this Section 8.1(e) are designated "SPT." TSAs with North Receipt Points and South Delivery Points are considered to have North-to-South path rights in the amount of the total MRQs/MDQs for all such Receipt and Delivery Points. TSAs with South Receipt Points and North Delivery Points are considered to have South-to-North path rights in the amount of the total MRQs/MDQs for all such Receipt and Delivery Points.

(D) North-to-North Path Rights

1. N/N1 Flow Path rights are assigned to Shippers with primary NPT receipt points north of Valve City and primary NPT delivery points. The identified Flow Path for N/N1 Path rights includes the San Juan Triangle to Valve City and from Valve City west towards the Topock area using the North System.

2. N/N2 Flow Path rights are assigned to Shippers with primary NPT receipt points in the Plains pooling area and primary NPT delivery points. The identified Flow Path for N/N2 Path rights is from Plains west towards the Topock area using the North System.

3. N/N3 Flow Path rights are assigned to Shippers with primary NPT receipt points in the San Juan area and primary NPT delivery points in the Anadarko area. The identified Flow Path for N/N3 Path rights is from the NPT Receipt Point to Plains using the Permian-San Juan Crossover.

(E) South-to-South Path Rights

1. S/S1 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary SPT delivery points. The identified Flow Path for S/S1 Path rights includes: 1) from the Cornudas Station west towards the Ehrenberg area using the South System, and 2) from the Ehrenberg area east towards the Cornudas Station using the South System.

8.1(e) Segmentation and Pathing
(ii) (continued)

(F) North-to-South Path Rights

1. N/S1 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary SPT delivery points. The identified Flow Path for N/S1 Path rights is from the primary NPT receipt point to the primary SPT delivery point using the Permian-San Juan Crossover, and, as necessary, south flow capacity out of Plains, and capacity from the Cornudas Station west towards the Ehrenberg area using the South System.

2. N/S2 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary delivery points on the Maricopa Line. The identified Flow Path for N/S2 Path rights includes 1) from the primary NPT receipt point to Valve City, 2) from Valve City to the Maricopa Line using the North System, and 3) the Maricopa Line to the Shipper's Delivery Point.

3. N/S3 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary SPT delivery points. The identified Flow Path for N/S3 Path rights includes 1) from the NPT primary receipt point to Valve City, 2) from Valve City to Franconia using the North System, and 3) from Franconia to the Shipper's Delivery Point(s) west of Cornudas on the South System using the Havasu crossover.

4. N/SV Flow Path Rights - A portion of the service involving the North to South Path Rights described above requires the use of displacement capacity. N/SV capacity is deemed Primary Capacity except when a Shipper uses alternate points located on the Havasu Crossover at which time the capacity will be assigned a First Alternate scheduling priority. The percentage of N/SV capacity is determined by the amount of South-to-North flow capacity required to meet the service requirements of firm North-to-South Shippers on the effective date of this provision.

(G) South-to-North Path Rights

1. S/N1 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary NPT delivery points. The identified Flow Path for S/N1 Path rights is between the Cornudas Station and the Ehrenberg area using the South System, north on the Havasu crossover to Franconia Junction and as far west as the Topock area using the North System.

8.1(e) Segmentation and Pathing
(ii) (G) (continued)

2. S/N2 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary NPT delivery points. The identified Flow Path for S/N2 Path rights is from the primary receipt point towards Valve City using the Permian-San Juan Crossover and from Valve City west towards the Topock area using the North System. This path may be used in conjunction with other assigned path rights.

3. S/N3 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary NPT delivery points in the Anadarko area. The identified Flow Path for S/N3 Path rights is from the primary receipt point towards Plains and from Plains north towards the Anadarko area.

(H) Permian-San Juan Crossover Path Rights

1. X/O1 Flow Path rights are assigned to Shippers with primary SPT receipt points and primary delivery points along the Permian-San Juan Crossover. The identified Flow Path for X/O1 Path rights is from the Plains Station to the Delivery Point along the Permian-San Juan Crossover.

(I) Line No. 1903 Path Rights

1. C/C1 Flow Path rights are assigned to Shippers with primary NPT receipt points and primary SPT delivery points west of Cornudas. The identified Flow Path for C/C1 Path rights is from the primary receipt point west to the Mojave Topock Compressor Station using the North Mainline, from the Mojave Topock Compressor Station to the Cadiz Crossover on the Mojave Pipeline using Transporter's capacity, south to Ehrenberg using the Cadiz Crossover and Line No. 1903 and, if applicable, east towards Cornudas using the South Mainline.

2. C/C2 Flow Path rights are assigned to Shippers with a primary receipt point at Daggett using Transporter's capacity on the Mojave Pipeline System and primary SPT delivery points west of Cornudas. The identified Flow Path for C/C2 Path rights is from Daggett to the Cadiz Crossover on the Mojave Pipeline System, south to Ehrenberg using the Cadiz Crossover and Line No. 1903 and, if applicable, east towards Cornudas using the South Mainline.

8.1(e) Segmentation and Pathing
(ii) (continued)

(J) Anadarko Designation - The Anadarko area is defined as that portion of Transporter's mainline system extending north from Plains Station to Dumas Station and east from Dumas Station to the terminus of El Paso's pipeline system near Elk City, Oklahoma. These paths may be used in conjunction with other assigned path rights.

1. A/N1 Flow Path rights are assigned to Shippers with primary NPT or SPT receipt points and primary delivery points in the Anadarko area. The identified Flow Path is north from Plains Station to the primary delivery point in the Anadarko area.

2. A/N2 Flow Path rights are assigned to Shippers with primary receipt points in the Anadarko area and primary NPT or SPT delivery points. The identified Flow Path is south from the primary receipt point in the Anadarko area to Plains Station.

(iii) Virtual Path Rights

(A) Virtual path rights are assigned for any portion of a nominated Flow Path for transportation service involving the areas listed below.

1. All transportation service within the Permian Basin, including transportation from Permian Receipt Points through Plains to NPT Delivery Points, except as provided for in Sections 8.1(e)(v) through 8.1(e)(ix).

2. Transportation service utilizing the N/SV Path as defined in Section 8.1(e)(ii)(F)(4).

(B) A Shipper with Virtual Path rights will continue to have Primary Capacity rights to and at its primary receipt and delivery points when using such points.

(C) Virtual Path rights are assigned a First Alternate scheduling priority when a Shipper is not using its primary receipt and primary delivery points but is using a portion of its Primary Receipt-to-Delivery Flow Path, except as provided in Sections 8.1(e)(v) through 8.1(e)(ix).

8.1(e) Segmentation and Pathing (continued)

(iv) Delivery Laterals

(A) A Shipper using a primary delivery point on a delivery lateral will be assigned a primary scheduling priority at its primary delivery point and along the Primary Receipt-to-Delivery Flow Path situated on that lateral.

(B) A Shipper nominating an alternate delivery point on a delivery lateral on which the Shipper also has a primary point under any firm TSA will be assigned a First Alternate scheduling priority at the nominated alternate delivery point and along the delivery lateral Flow Path to that alternate point.

(C) A Shipper nominating an alternate delivery point on a delivery lateral on which the Shipper does not have a primary point under any firm TSA will be assigned a Second Alternate scheduling priority at the nominated alternate delivery point and along the delivery lateral Flow Path to that alternate point.

(v) Primary Flow Path Flexibility for N/S1 Shippers

(A) Shippers with an N/S1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between Plains and Cornudas when nominating an alternate NPT receipt point to a primary SPT delivery point.

(B) Shippers with an N/S1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between Plains and Cornudas when nominating a primary NPT receipt point to an alternate SPT delivery point.

(vi) Primary Flow Path Flexibility for S/S1 Shippers - Shippers with an S/S1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between a nominated primary SPT receipt point and Cornudas when nominating to an alternate SPT delivery point west of Cornudas.

(vii) Primary Flow Path Flexibility for S/N1 Shippers - Shippers with an S/N1 Primary Receipt-to-Delivery Flow Path will be assigned a primary scheduling status on the portion of the nominated Flow Path between a nominated primary SPT receipt point and Cornudas when nominating to an alternate NPT delivery point.

8.1(e) Segmentation and Pathing (continued)

(viii) Primary Flow Path Flexibility for Shippers with Primary Receipt or Primary Delivery Points in the Permian Area - A Shipper with a primary receipt point in the Keystone Station area or primary receipt or delivery points in the Waha plant area may nominate from an alternate Keystone/Waha receipt or to an alternate Waha delivery point and retain its primary Flow Path scheduling priority if the following conditions are met:

(A) Nominated quantities at the alternate Keystone/Waha receipt or Waha delivery point must be within the MRQ/MDQ for the original primary Keystone/Waha receipt or Waha delivery point.

(B) The nominated alternate Keystone/Waha receipt or Waha delivery point must be in the immediate vicinity and have a similar operational impact as the Shipper's original primary Keystone/Waha receipt or Waha delivery point.

(C) Gas flow at the nominated alternate Keystone/Waha receipt point must be of similar quality and pressure of the gas flow at Shipper's original primary Keystone/Waha receipt point.

(D) If the above conditions are met, the receipt points eligible for this Flow Path flexibility within the Keystone area are the Keystone Pool point (Scheduling Loc Code 216750), INNKEYST (Scheduling Loc Code 42599), IKEYSTOR (Scheduling Loc Code 337906) and ISIDRICH (Scheduling Loc Code 38828). If the above conditions are met, the Receipt Points eligible for this Flow Path flexibility within the Waha area are IOASISWA (Scheduling Loc Code 151617), IVALEROW (Scheduling Loc Code 152149), ILONEWA (Scheduling Loc Code 151624), and IWESTARW (Scheduling Loc Code 151612).

(E) If the above conditions are met, the Delivery Points eligible for this Flow Path flexibility within the Waha area are IOASISWA (Scheduling Loc Code 151617), IVALEROW (Scheduling Loc Code 152149), ILONEWA (Scheduling Loc Code 151624), and IWESTARW (Scheduling Loc Code 151612).

(ix) Flow Point Secondary Capacity Point Rights for Shippers with Primary Receipt or Delivery Points in the Permian Area - The Receipt Points listed in Section 8.1(e)(viii)(D) and Delivery Points listed in Section 8.1(e)(viii)(E), shall be assigned a Flow Point Secondary scheduling priority when a Shipper who holds primary receipt/delivery point rights at one of the listed points nominates from/to one of the other points within the same area on the list. Nominated quantities at the alternate Keystone/Waha receipt or delivery point must be within the MRQ/MDQ for the original primary Keystone/Waha receipt or delivery point.

8.1(e) Segmentation and Pathing (continued)

(x) Flow Path rights will be used, in part, to determine scheduling priority. If a constraint causes capacity to be allocated along a portion of the Flow Path, Transporter will not automatically adjust the Shipper's nomination to another Flow Path; however, Shippers may re-nominate using another Flow Path in the next available nomination cycle. In cases of multiple Flow Paths between a Receipt Point and a Delivery Point, Transporter shall operationally utilize all applicable Flow Paths, as necessary, in an effort to reduce or eliminate reductions to Shipper's scheduled quantities due to a capacity constraint along a specific Flow Path.

(xi) Flow Path Secondary and Flow Point Secondary Flexibility for C/C1 Shippers - Shippers with a C/C1 Primary Receipt-to-Delivery Flow Path nominating to Daggett as an alternate receipt or delivery point will be assigned a Flow Path Secondary scheduling status on the portion of a nominated Flow Path between Daggett on the Mojave Pipeline and the Cadiz Crossover and a Flow Point Secondary scheduling status at the Daggett point.

(xii) Segmentation - Any Shipper taking service pursuant to Rate Schedules FT-1, FTH-V, FT-H, NNTD and/or NNTH may Segment its TCD pursuant to the provisions of this section, subject to restrictions in the applicable rate schedule.

(A) Segmentation may be accomplished on a self-implementing basis by nomination or through capacity release.

(B) Segmentation may be accomplished on Transporter's system by specifying the desired Segmentation Receipt and Delivery Points in a valid nomination or capacity release offer. Transporter shall permit such Segmentation if the provisions of this section are met, if capacity is available, and if such Segmentation request can be supported without adversely affecting system operations or other firm obligations. Any Receipt or Delivery Points not listed on the TSA used for Segmentation are deemed to be Segmentation Receipt and/or Delivery Points, as appropriate. If the Segmentation involves the release of capacity, then the requirements of Section 9 must also be met.

(xiii) Shipper's point rights at existing primary receipt or delivery points are not affected by Segmentation, except as modified by capacity release.

8.1(e) Segmentation and Pathing (continued)

(xiv) Billing

(A) A Shipper using Segmentation will pay the usage and Fuel charges provided under its TSA for each Segment it uses, except as provided for in footnote 1 on the Statement of Rates for Fuel Charges. A Shipper will pay only one reservation charge per firm TSA regardless of the number of Segments it uses under its TSA. Except as provided for in Section 8.1(g)(i), if a Shipper segments its capacity, it shall pay the higher of the maximum reservation charges applicable to the receipt and delivery zone for which service is provided or the highest reservation charge provided under the TSA, unless Shipper has requested and been granted a discount pursuant to Section 8.1(g)(iii), or Shipper's TSA provides otherwise.

(B) Segmentation by capacity release may be subject to additional charges depending on the Receipt and Delivery Points used.

1. Shippers using Receipt or Delivery Points not provided for in the TSA may be subject to an incremental Out-of-Zone Daily Reservation Charge. The applicable charges are described in Sections 8.1(g)(ii) and 8.1(g)(iii).

2. If an incremental Out-of-Zone Charge is applicable, the total reservation charges retained by Transporter from the Releasing and Acquiring Shippers may not exceed the applicable maximum reservation charges. In the case of a capacity release subject to Section 9.8(c) of the GT&C, if such charges exceed the applicable maximum tariff rate, the reservation charges in excess of the applicable maximum tariff rate will be returned to the releasing Shipper so that Transporter retains no more than the applicable maximum charges from the Releasing and Acquiring Shipper.

(xv) General Prerequisites for Segmentation - To maintain the integrity and reliability of Transporter's system and to ensure that Segmentation is supported to the greatest extent possible without detriment to, or degradation of, any Shipper's service, the following prerequisites for Segmentation have been established.

(A) Segmented capacity may not exceed a Shipper's TCD, except as provided in Section 8.1(e)(xvi)(G).

(B) Segmentation is subject to the availability of capacity and existing contractual obligations at and between Segmentation Receipt and Delivery Points identified by the priority of service pursuant to Section 6 of the GT&C.

(C) Segmentation is not available for deliveries to Pools.

8.1(e) Segmentation and Pathing (continued)

(xvi) Implementation of Segmentation

(A) Primary Capacity, Flow Point Secondary Capacity, Flow Path Secondary Capacity, and Alternate Capacity, point rights and path rights will also apply to Segmentation. Segmented transactions will be scheduled pursuant to the scheduling priorities of Section 6 of the GT&C, as clarified in Section 8.1(e)(xvi)(B).

(B) Segmentation nominations for which the Receipt or Delivery Point lies within Shipper's Primary Receipt-to-Delivery Flow Path are to be scheduled as Primary for the portion of the nomination that is within Shipper's Primary Receipt-to-Delivery Flow Path and Flow Path Secondary for any portion of the nomination outside such Flow Path. However, Shipper may request to acquire primary rights at the Receipt and/or Delivery Point from Transporter, pursuant to Section 8.1(f)(iii).

(C) Segments created for a Shipper's own use or for capacity release may overlap under the following conditions:

1. Confirmed quantities on the overlapping Segments that exceed the Path Quantity for that Segment will be assigned a scheduling priority of Second Alternate.

2. Confirmed quantities on the overlapping Segments that exceed the TCD for that TSA will be scheduled and billed as authorized overrun. When confirmed nominations from a Releasing Shipper and an Acquiring Shipper on an overlapping Segment result in overrun transportation service, the Shipper with the highest scheduling priority will be scheduled first and the shipper with the lowest scheduling priority will be assessed the overrun charges. If the Releasing Shipper and the Acquiring Shipper have the same scheduling priority, both Shippers will be scheduled and assessed overrun charges on a pro rata basis.

3. Confirmed quantities on any Segments involving service in the Permian virtual area separately or in total under the TSA that exceeds the TCD will be scheduled and billed as daily authorized overrun.

4. For Segmentation purposes, the North and South Mainlines shall be considered to be non-threaded parallel lines. Segmented transactions that use these parallel lines at the same time and exceed Shipper's Path Quantity for those parallel lines shall be considered overlap and shall be billed and scheduled as daily authorized overrun.

8.1(e) Segmentation and Pathing (continued)
(xvi) (continued)

(D) If capacity allocations are required, confirmed quantities within a Shipper's Primary Receipt-to-Delivery Flow Path will be scheduled first (or pro rata if more than one applicable transaction) and then any remaining quantities will be scheduled for out-of-path nominations (or pro rata if more than one applicable transaction).

(E) Any nominated and confirmed quantity exceeding a Shipper's MRQ at a Receipt Point or the MDQ at a Delivery Point, or Path Quantity, but not exceeding its TCD will be assigned a scheduling priority of Second Alternate.

(F) Segmentation nominations entirely outside the Shipper's Primary Receipt-to-Delivery Flow Path will be assigned a scheduling priority of Second Alternate.

(G) A firm Shipper (or a Releasing Shipper and an Acquiring Shipper participating in a capacity release) may segment its capacity by simultaneously nominating its full rights in a forward haul and its full rights in a backhaul to the same Delivery Point.

(H) Transporter reserves the right at any time to control or restrict Segmentation when such Segmentation results in a degradation of firm service or poses a threat to the sound operation of Transporter's system. Such restrictions will be posted on the EBB in a timely manner. Examples of such include: (1) a force majeure event, (2) maintenance or physical constraints resulting in capacity being reduced below design limit levels, (3) a system operational upset requiring an SOC or COC, (4) changed capacity demands resulting from facility changes, or changes to other operational criteria such as gas quality or receipt/delivery pressures, and (5) the non-availability of critically sourced gas when and where it is needed during times of normal, as well as critical operations.

1. Transporter's control or restriction of Segmentation does not override the scheduling priorities of Section 6 of the GT&C.

2. Transporter's control or restriction of Segmentation will not affect nor change previously scheduled quantities.

3. Transporter's control or restriction of Segmentation will not affect a segmented release once the release has been accepted by Transporter.

8.1(e) Segmentation and Pathing (continued)

(xvii) Transporter will file with the Commission, within eighteen Months of the implementation of Pathing and Segmentation, a report detailing the first twelve Months of such Pathing and Segmentation activity on its system. Based on this review, Transporter will additionally provide an analysis of the feasibility of pathing and segmenting, on a primary basis, the remaining portions of Transporter's mainline system.

(f) Flexible Receipt and Delivery Point(s)

For purposes of this Section 8.1(f), "firm Shipper" shall include Shippers taking service pursuant to any of the firm rate schedules, with the exception of Rate Schedule FT-2. Rate Schedule FT-2 service is not eligible for flexible Delivery Point treatment since all delivery locations are full requirements locations.

(i) A firm Shipper's TSA shall designate the primary receipt point(s), primary delivery point(s) and Primary Flow Path(s) for service under that agreement. A firm Shipper may use any other Receipt Point or Delivery Point not provided for in the TSA on a lower priority (Flow Point Secondary or Alternate) basis unless conditioned by the applicable rate schedule. These rights are defined in Section 1 of the GT&C and in the Pathing and Segmentation provisions of Section 8.1(e). Shipper may use such lower priority points by submitting a nomination to Transporter designating the point to be used.

(ii) The use of lower priority points is also subject to the following conditions:

(A) The lower priority points will be scheduled pursuant to the priorities of Section 6.2 of the GT&C.

(B) The lower priority points are subject to the rate conditions specified in Section 8.1(g)(i).

(C) The total quantity of gas transported by Transporter using Shipper's primary receipt and delivery point(s) and lower priority points shall not exceed Shipper's TCD except as provided by Section 8.1(e), unless otherwise agreed to by Transporter.

(iii) Re-designation of Existing Primary Points. Unless conditioned by the applicable rate schedule, firm Shippers, including Acquiring Shippers with express permission from the Releasing Shipper to do so, may request to re-designate primary point rights to any rate zone pursuant to the following procedures. Transporter will grant such requests on a first come/first served basis if firm capacity is available to and at the requested points, the change will not harm other firm Shippers, and the change is operationally feasible. Requests for sales of capacity involving incremental service will have priority over re-designation requests.

8.1(f) Flexible Receipt and Delivery Point(s)

(iii) (continued)

(A) When a Shipper desires to re-designate primary point rights, the Shipper must agree to the rate conditions of Section 8.1(g)(i), the creditworthiness provisions of Section 4.16, and the other conditions of this Section. Unless otherwise agreed by Transporter on a not unduly discriminatory basis, a Shipper may only request to re-designate over an annual period either a fixed and constant percentage of its monthly TCD or a fixed and constant daily contract quantity.

1. Pursuant to Section 5.7 of the GT&C, when Shipper requests re-designation of primary D-Code/delivery point rights, such Shipper's request shall include the MDQ at the D-Code level and the related meter CMQs within that D-Code.

(B) A firm Shipper may submit only one re-designation request at a time for the same TSA; however, a firm Shipper wishing to re-designate a primary point for a period of three Months or less may submit a request, subject to the other conditions of this Section 8.1(f)(iii), to re-designate to a new primary point and simultaneously submit a request to re-designate back to the original primary point at the end of the re-designation period.

(C) When a Receipt or Delivery Point is re-designated, the related path rights are restated to reflect the newly created Primary Receipt-to-Delivery Flow Path.

(D) Transporter will respond to a re-designation request within three Business Days, which will require a Shipper to submit a request no later than 9:30 a.m., MCT, three Business Days prior to the Timely Nomination Cycle for the requested day of flow.

1. Should the re-designation request require Transporter to reduce the MDO/MHO quantity under the OPASA of another DP Operator pursuant to Section 6.2 of Rate Schedule OPAS, such re-designated primary point may not become effective until the earlier of the expiration of the notification period provided in Section 2.5(d) of Rate Schedule OPAS or the execution of a new OPASA by the affected DP Operator.

(E) Receipt and Delivery Points that are the subject of open seasons for the sale of incremental service are considered to be placed in the first come/first served queue on the date the open season is announced.

8.1(f) Flexible Receipt and Delivery Point(s)

(iii) (continued)

(F) Unless otherwise agreed, all re-designation requests must be submitted on-line using Transporter's EBB. Transporter will indicate its acceptance or rejection of the re-designation request by notice on its EBB. If the request is accepted by Transporter, such request and notice will constitute an offer and acceptance, shall be legally binding, and shall amend the TSA or Acquired Capacity Agreement accordingly. Either party may request an executed paper copy of the revised TSA or Acquired Capacity Agreement; however, such paper copy does not alter the legally binding nature of the request and notice.

(G) A Shipper may not submit requests to re-designate a Receipt or Delivery Point earlier than three Months prior to the Day on which the Shipper desires the change to become effective. However, Transporter may agree, on a non-discriminatory basis, to allow requests prior to the three-Month deadline if it is consistent with Commission policy.

(H) Except as provided in Section 9.21(b), re-designations of Receipt and Delivery Points will result in a permanent change for every Month of the remaining term of the TSA. Accordingly, such changes will result in a corresponding reduction in contract quantity at the original (vacated) primary points. Transporter will make the capacity at the vacated points available for other Shippers to use on a firm and interruptible basis. The original Shipper may return to the vacated primary points at a later date only if the capacity is available to and at those points at that time and the Shipper submits a re-designation request pursuant to the procedures of this Section.

(I) If the re-designation of primary points requires the construction of facilities, then the timing requirements of this Section 8.1(f)(iii) shall not apply. If Transporter and Shipper agree that Transporter shall construct facilities, Shipper must provide Transporter sufficient notice to obtain the necessary regulatory and environmental authorizations to construct and operate the new point under the Commission's Regulations.

(g) Rate Application for Flexible Point(s) or Re-designations

(i) In the event Shipper uses Receipt or Delivery Points not provided for in the TSA or re-designates a primary receipt or delivery point pursuant to Section 8.1(f)(iii), Shipper shall be billed pursuant to Section 8.1(g). In addition, Shipper shall pay the maximum usage charge(s), unless otherwise provided, applicable to the Delivery Point(s) actually used for the transportation service.

8.1(g) Rate Application for Flexible Point(s) or Re-designations (continued)

(ii) Use of Non-Discounted Points. Notwithstanding the applicability of any contractually agreed-upon lower rate for services using primary receipt and delivery points, all transportation services using alternate receipt or delivery points in the same delivery zone or a delivery zone with lower maximum rates than the original delivery zone shall be subject to the higher of the maximum Reservation Rate of the applicable rate schedule for the alternate delivery point or the contract rate, unless Transporter otherwise agrees in writing at the time the service using such point(s) is requested.

(iii) Out-of-Zone Daily Reservation Charge. All firm Shippers using Receipt or Delivery Points located in zones with higher maximum rates than their original zones shall pay Transporter, in addition to their contracted Daily Reservation Charge, an incremental Out-of-Zone Daily Reservation Charge. If the contract subject to an Out-of-Zone Daily Reservation Charge is subject to Section 37, see Section 37 for the description of such charge.

(A) The incremental Out-of-Zone Daily Reservation Charge, unless Transporter agrees to discount such rates, shall be equal to the difference between the maximum Reservation Rate applicable to the zone for which service is provided and the Reservation Rate provided in the TSA or zero, whichever is higher.

(B) When segmenting capacity, the Out-of-Zone Daily Reservation Charge shall be the charges described in Sections 8.1(g)(ii) and (iii).

(iv) When a firm transportation Shipper re-designates a Receipt or Delivery Point, Shipper shall pay the higher of the maximum Reservation Rate applicable to the original (vacated) primary receipt or delivery point or the maximum rate applicable to the zone for which service is provided, unless Transporter agrees to discount such rate(s).

(v) For appropriate rate application pursuant to Section 8.1(g) of the GT&C as applicable to Rate Schedule FT-H, the higher-of-rate comparison will be conducted based on the service level provided (i.e., the contract rate will be compared to the service level delivery zone rate of the service provided).

(h) Abandonment of Transportation Service - Unless otherwise provided in the applicable TSA and subject to Section 4.14 below, Transporter shall be entitled to avail itself of the pregranted abandonment authority under Section 7(b) of the Natural Gas Act of long-term (twelve (12) Months or more) firm transportation services, as authorized by Section 284.221(d) of the Commission's Regulations, upon the expiration of the contractual term or upon termination of each individual transportation arrangement and shall seek offers from competing Shippers interested in receiving such firm transportation service, as provided below.

8.1 (continued)

(i) Hourly Entitlement Enhancement Nomination

(i) "Hourly Entitlement Enhancement Nomination" or "HEEN" is a nomination that shall be subject to the following conditions:

(A) The nomination may only be submitted by Shippers under Rate Schedules FT-1, FT-H, FTH-V, NNTD, or NNTH; and

(B) The nomination may only be submitted for the Timely or Evening Nomination Cycles and must involve a HEEN Qualified Delivery Point, as described in Section 8.1(i)(ii)(I)(1) below.

1. Shipper may decrease a previously scheduled HEEN nomination in any nomination cycle. As further described in Section 8.1(i)(iii)(A), Transporter may decrease Shipper's HEEN nomination in any nomination cycle to reflect a change in the related Flowing Gas nomination.

2. Shipper may increase a previously scheduled HEEN nomination in the Evening Nomination Cycle. As further described in Section 8.1(i)(iii)(B), Transporter may increase Shipper's HEEN nomination in any intraday nomination cycle to reflect a change in the related Flowing Gas nomination.

(ii) HEEN Specifications. The hourly rates of flow supported by HEEN are pursuant to the applicable rate schedule. At HEEN Qualified Delivery Points, when applicable, quantities delivered, or caused to be delivered, for Shipper's account may not exceed in any hour the sum of the effective hourly entitlements based on the Shipper's contract and the scheduled quantity, as follows:

(A) A HEEN may be used to reserve capacity to support non-uniform hourly deliveries at HEEN Qualified Delivery Points that are listed on Transporter's EBB. HEEN nominations must meet all other criteria for a valid nomination, except the requirement that the receipt side of the nomination be confirmed by a third party. Subject to Section 8.1(i)(ii)(I)(1) of the GT&C, the HEEN quantity and the Flowing Gas quantity scheduled for the path may not exceed:

- the TCD for primary delivery points; or
- the greater of the Path Quantity for the Flow Path used or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path.

8.1(i) Hourly Entitlement Enhancement Nomination
(ii) (A) (continued)

HEEN nominations will be available up to 100% of all of a Shipper's unscheduled MDQ across all of its TSAs at each Delivery Point between the Shipper's HEEN Receipt Point through to its primary delivery point in the pertinent TSAs as well as to Operationally Equivalent non-primary HEEN Qualified Delivery Points as specified in Section 8.1(i)(ii)(I)(1) of the GT&C. All of the tariff rules as to primary and alternate path and point scheduling priorities will continue to apply. The foregoing does not allow summing or aggregation of the Hourly Scheduled Entitlements associated with HEEN nominations across all points in a TSA but is only relevant to the scheduling at a single Delivery Point.

1. For Rate Schedule FT-1 Shippers, the sum of all Hourly Scheduled Entitlements for any Segment may not exceed on a firm basis in any one hour 1/24th of the sum of all of the Shipper's TCD.

2. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on a primary basis for any Segment may not exceed on a firm basis in any one hour the peak hour entitlement under the Shipper's TCD.

3. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on an alternate basis for any Segment may not exceed on a firm basis in any one hour the peak hour entitlement under the Shipper's TCD.

4. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on a primary basis for any Delivery Point may not exceed on a firm basis in any one hour the Hourly Contract Entitlement.

5. For Rate Schedule FTH-V, FT-H, NNTD and NNTH Shippers, the sum of all Hourly Scheduled Entitlements used on an alternate basis for any Delivery Point may not exceed on a firm basis in any one hour the Hourly Contract Entitlement.

(B) Confirmed HEEN nominations will be scheduled by Transporter except for reasons of force majeure and other circumstances in which nominations may be reduced under the terms of this tariff and then only on the affected Segments of its system.

(C) Shipper shall not make HEEN nominations in excess of a reasonable forecast of its needs.

8.1(i) Hourly Entitlement Enhancement Nomination
(ii) (continued)

(D) In the event a Shipper ranks its HEEN nomination below its Flowing Gas nomination, such Flowing Gas nomination shall not be reduced by such HEEN nomination.

(E) When applicable, Shipper shall specify its requested hourly flow pattern pursuant to the procedures specified in Section 6.1(a) of the GT&C.

(F) The sum of HEEN quantities and flowing gas quantities scheduled at a Delivery Point under Rate Schedules NNTD and NNTH may not exceed 90% of the MDQ without affecting the quantity of no-notice service available, pursuant to the applicable rate schedule.

(G) Subject to Section 8.1(i)(ii)(B) above, should Shipper submit a HEEN nomination and Transporter is unable to schedule all valid quantities, if, and to the extent, the unscheduled HEEN quantities would have alleviated hourly scheduling penalties, such penalties will not be assessed. However, hourly scheduling penalties will apply to the extent that the HEEN scheduling reduction is due to: 1) the Shipper's actions, or 2) a COC declared in the affected area pursuant to Section 11.1(b) of the GT&C.

(H) All HEEN nominations must be forward haul, subject to the following:

1. A HEEN nomination may be used for transportation service accomplished by a combination of forward haul and displacement if the portion of forward haul capacity is sufficient to reserve the capacity necessary to support non-uniform deliveries at the nominated Qualified Delivery Point. Transporter shall list the displacement transactions that are accomplished by the combination of partial forward haul and partial displacement that qualify for HEEN on its EBB.

(I) HEEN Receipt and Delivery Points

1. HEEN Qualified Delivery Points (or Qualified Delivery Points) are those points on Transporter's transportation system where non-uniform flow and HEEN service may be provided pursuant to the specifications of this Section 8.1(i). Upon Shipper’s request, Transporter shall determine any applicable non-primary HEEN Qualified Delivery Point through its evaluation of the Operationally Equivalent nature of such point compared to the primary point(s) listed on Shipper’s TSA(s). Any points deemed Operationally Equivalent shall be listed on Transporter’s EBB, pursuant to this Section 8.1(i)(ii)(I), and may be utilized subject to the availability of capacity and the scheduling priorities found in Section 6 of the GT&C.

8.1(i) Hourly Entitlement Enhancement Nomination
(ii) (I) (continued)

2. Eligible Receipt Points for HEEN nominations will be determined by Transporter based on the pipeline volume (pipe diameter, distance and pressure) required to support the requested hourly flexibility at HEEN Qualified Delivery Points.

3. HEEN Qualified Delivery Points and related eligible Receipt Points will be identified on Transporter's EBB and may vary from time to time. Upon Shipper's request, Transporter shall consider adding new points to the listed HEEN Qualified Delivery Points on the EBB.

(iii) Automatic Scheduling Adjustments to HEEN

Transporter shall automatically adjust Shipper's HEEN nomination in conjunction with a change to the related Flowing Gas nomination(s) if Shipper's HEEN and Flowing Gas nominations are on the same TSA and same Flow Path, and are nominated to the same Delivery Point.

(A) Subject to the requirements listed below, Transporter shall automatically decrease Shipper's HEEN nomination if Shipper submits an increase to its Flowing Gas nomination, whereby the sum of the Flowing Gas nomination and the HEEN nomination exceed the Path Quantity. Shipper's HEEN nomination shall be reduced by such quantity so that the sum of the Flowing Gas nomination and the HEEN nomination will equal the greater of the Path Quantity or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path, pursuant to Section 8.1(i)(ii)(A).

1. Shipper must submit a HEEN and Flowing Gas nomination, and the HEEN nomination must be ranked below the Flowing Gas nomination. No automatic HEEN adjustment will occur if the HEEN nomination is ranked above the Flowing Gas nomination.

2. The sum of Shipper's HEEN and Flowing Gas nominations shall not exceed the greater of the Shipper's Path Quantity for the TSA nominated or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path, pursuant to Section 8.1(i)(ii)(A).

8.1(i) Hourly Entitlement Enhancement Nomination
(iii) Automatic Scheduling Adjustments to HEEN (continued)

(B) Subject to the following requirements, and upon Shipper's election, Transporter shall automatically increase Shipper's HEEN nomination when such Shipper's Flowing Gas nomination is decreased. The HEEN quantity increase shall be commensurate with the Flowing Gas quantity decrease.

1. Shipper may elect the automatic HEEN increase feature by notifying Transporter in writing a minimum of two Business Days prior to the effective Gas Day. Such election will remain in effect until changed by Shipper.

2. The Shipper's HEEN and Flowing Gas nominations for the same TSA, Flow Path and Delivery Point were scheduled in a prior cycle.

3. The sum of the Shipper's HEEN and Flowing Gas nominations shall not exceed the greater of such Shipper's Path Quantity for the TSA nominated or the sum of the MDQs of primary delivery points that are specified as Operationally Equivalent to a nominated non-primary point outside of the primary Flow Path, pursuant to Section 8.1(i)(ii)(A).

4. Transporter shall increase a Shipper's HEEN if the Shipper's Flowing Gas nomination is decreased due to a supply reduction. Transporter shall not increase a Shipper's HEEN if such Shipper's Flowing Gas nomination is decreased due to a constraint.

(C) Automatic HEEN adjustments will be scheduled using the priority and bumping rules of Section 6.1(a) of the GT&C. An automatic adjustment will not require previously scheduled quantities in an earlier nomination cycle to be rescheduled in a later cycle.

(D) Transporter may refuse to perform any automatic HEEN adjustment if it believes that the adjustment would impair system operations or service to another firm shipper.

(j) Daily Unauthorized Overrun Penalties. Daily unauthorized overrun penalties will be imposed on daily quantities as set forth in the applicable rate schedule. In cases where HEEN has been scheduled, the calculation for daily unauthorized overrun penalties will not include HEEN scheduled quantities. Daily unauthorized overrun penalties resulting from a bump of a scheduled quantity during non-critical periods shall only be subject to maximum daily authorized overrun rates as stated on the Statement of Rates.

8.1 (continued)

(k) East Valley Lateral in Docket No. CP06-57-000. El Paso and Salt River Project Agricultural Improvement and Power District ("SRP") are parties to a purchase and sale agreement whereby El Paso has agreed to purchase the East Valley Lateral from SRP. Under the terms of this agreement, SRP has two options to re-purchase from El Paso an undivided interest in a portion of the East Valley Lateral. Except for service to SRP, El Paso will not contract for firm transportation service using the capacity subject to the re-purchase options for a term longer than six months. Furthermore, such capacity shall not be the subject of any ROFR right by a shipper holding such capacity upon expiration of its agreement.

8.2 INTERRUPTIBLE SERVICE

Interruptible transportation service under this FERC Gas Tariff shall be scheduled when, and to the extent that, Transporter determines that capacity is available in Transporter's existing facilities, which capacity is not subject to a prior claim by another customer or another class of service under a pre-existing contract, service agreement or certificate. Available interruptible capacity shall be allocated by Transporter on an economic basis, as determined by Transporter, and interruptible transportation service hereunder shall be provided in accordance with such allocation.

The provisions of this Section 8.2 shall also be applicable to interruptible service under special rate schedules contained in Transporter's Volume No. 2 Tariff.

(a) A valid request for interruptible transportation service under this FERC Gas Tariff shall be in accordance with the provisions contained in Section 4.

(b) Interruptible transportation service provided under this Volume No. 1A Tariff is subject to and conditioned upon the availability of capacity sufficient to provide the transportation service without detriment or disadvantage to Transporter's firm transportation customers.

(c) On any day that sufficient capacity is not available in Transporter's system to provide transportation for all gas nominated and confirmed under interruptible TSAs, Transporter shall allocate its available capacity among such Shippers on an economic basis pursuant to Section 6.2 of the GT&C.

(d) Transporter shall not be required to perform or continue service on behalf of any Shipper that fails to comply with the terms contained in the GT&C, in particular, but without limitation, Sections 8.2, 4, and 5.7 and any and all terms of the applicable rate schedule and/or the terms of Shipper's TSA with Transporter.

(e) Upon request of Transporter, Shipper shall from time to time submit estimates of hourly, daily, monthly and annual quantities of gas to be transported, including peak day requirements.

(f) Shipper shall deliver and receive Natural Gas in uniform hourly quantities during any Day with operating variations to be kept to the minimum feasible, except when specific hourly services are being provided.

9. CAPACITY RELEASE PROGRAM

9.1 Purpose - This Section 9 sets forth the specific terms and conditions applicable to the implementation by Transporter of a Capacity Release Program on its interstate pipeline system. Unless otherwise stated in this Section 9, all times are Central Clock Time (CCT) pursuant to NAESB WGQ Standard 0.3.17.

9.2 Applicability - This Section 9 is applicable to any Shipper who has a Part 284 TSA under a firm rate schedule contained in this Volume No. 1A Tariff, subject to the conditions of such rate schedule, or an Acquired Capacity Agreement (except for those Acquired Capacity Agreements providing for volumetric reservation charges) and who elects to release, subject to the Capacity Release Program set forth herein, all or a portion of its firm transportation rights. Shipper shall have the right to release any portion of the firm capacity rights held under a TSA or an Acquired Capacity Agreement but only to the extent that the capacity so released is acquired by another Shipper pursuant to the provisions of this Section 9.

(a) Any Rate Schedule FT-2 Shipper may release capacity provided that such shipper is willing to convert on a temporary basis, for a minimum term of one (1) Month, to service under Rate Schedule FT-1. Notice of the intent to convert must be given to Transporter at least one (1) week prior to the beginning of the Month(s) for which such conversion is to be effective. For purposes of determining capacity rights of such Shipper, Transporter will utilize either the Shipper's billing determinants established in the general rate proceeding applicable on the effective date of the conversion or a billing determinant negotiated by the parties.

9.3 Notice by Shipper Electing to Release Capacity - A Releasing Shipper shall deliver a notice via Transporter's EBB that it elects to release firm capacity. The notice shall set forth:

(a) Releasing Shipper's legal name, DUNS number, contract number, and the name and title of the individual responsible for authorizing the release of capacity;

(b) the maximum and minimum (if desired) quantity of firm daily capacity which the Releasing Shipper desires to release, stated in dth/d; provided, however, the Releasing Shipper may only permanently release over an annual period either a fixed and constant percentage of its TCD or a fixed contract quantity for the Receipt Point, Delivery Point and Flow Path being released;

(c) the Receipt and Delivery Point(s) at which the Releasing Shipper will release capacity and the related Flow Path, for which the firm capacity is to be released (Shipper may only release Primary Receipt-to-Delivery Flow Path rights);

9.3 Notice by Shipper Electing to Release Capacity (continued)

(d) whether capacity will be released on a firm or firm recallable basis and, if on a firm recallable basis, the terms on which the capacity can be recalled, as well as the terms on which the recalled capacity will be returned to the Acquiring Shipper if such capacity may be returned, and whether the Acquiring Shipper has the option to accept such returned capacity, which terms must be objectively stated, not unduly discriminatory and applicable to all bidders.

The Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51);

(e) the requested effective date and the term of the release;

(f) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in Section 9.3(e), and, if so, the minimum (if desired) acceptable period of release;

(g) whether the Releasing Shipper desires bids in dollars, as a percentage of Transporter's maximum reservation charge(s) and reservation surcharge(s), or as an index-based formula (under one of the methods listed below) applicable to the capacity to be released under this Volume No. 1A Tariff as in effect from time to time;
(i) a percentage of the formula,
(ii) a dollars and cents differential from the formula, or
(iii) a dollars and cents differential from the Rate Floor;

(h) the maximum reservation charge(s) and reservation surcharge(s) applicable to the capacity being released as shown on Transporter's Statement of Rates applicable to the Releasing Shipper's TSA or Acquired Capacity Agreement and whether the Releasing Shipper is willing to consider releasing capacity at a lower rate;

(i) whether the Releasing Shipper desires to release capacity on the basis of a volumetric reservation charge and, if so, whether bids shall be stated in dollars, as a percentage of Transporter's maximum reservation charge(s) and reservation surcharge(s), or as an index-based formula in accordance with Section 9.14, and if there is a volumetric commitment, the commitment stated as a percentage of the capacity awarded;

(j) which Option of Section 9.9 shall be used to determine the highest bidder and, if Option 2 is selected, the criteria by which bids are to be evaluated; whatever evaluation option the Releasing Shipper chooses, it may establish and post objective, non-discriminatory minimum conditions for an acceptable bid, subject to the provisions of Section 9.3(p);

9.3 Notice by Shipper Electing to Release Capacity (continued)

(k) the method by which ties will be broken;

(l) whether the Releasing Shipper wants Transporter to market its released capacity in accordance with Section 9.15;

(m) the duration of the open season and of the matching period if longer than the minimums specified in Section 9.7;

(n) the date and time the notice is posted on the EBB;

(o) whether the Releasing Shipper is willing to accept contingent bids that extend beyond the open season and, if so, any non-discriminatory terms and conditions applicable to such contingencies including the date by which such contingency must be satisfied and whether, or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder be unable to satisfy the contingency specified in its bid;

(p) whether the Releasing Shipper's notice will state minimum conditions or that such Shipper has revealed such minimums to Transporter which conditions shall not be revealed during the open season;

(q) whether the Releasing Shipper will permit the Acquiring Shipper to redesignate the primary receipt and delivery points, as set forth in Section 9.21;

(r) whether the Releasing Shipper or the Acquiring Shipper will be responsible for the payment of any additional charges that may apply pursuant to Sections 8.1(f) and 8.1(g) of the GT&C;

(s) any other applicable conditions; and

(t) if the released capacity was originally obtained under a negotiated rate agreement, the usage charges and surcharges applicable to that agreement.

A Releasing Shipper may withdraw such notice at any time prior to the close of the open season set forth in Section 9.7 below if such withdrawal is due to an unanticipated need for the capacity and no bid has been received which meets the minimum criteria specified in the notice; provided, however, that once the notice is withdrawn, the offer to release shall remain posted on the EBB for a period of thirty (30) Days for monitoring and control purposes.

9.4 Notice of Pre-Arranged Release - The Releasing Shipper shall deliver a notice via Transporter's EBB of a pre-arranged release. The notice shall set forth all of the information on the terms of the release called for in Section 9.3 and all of the information called for in Section 9.8 required to define the pre-arranged bid. In addition, it shall specify if the pre-arranged bid is for the maximum applicable reservation rate, and whether the Releasing Shipper is seeking bids to compete with the non-rate provisions of the pre-arranged bid. The Releasing Shipper shall also designate if it is seeking bids when the release of capacity is for thirty-one (31) Days or less.

9.5 Term of Released Capacity - The term of any release of firm capacity shall not exceed the term of the TSA or Acquired Capacity Agreement under which releasing occurs, nor shall it be less than one (1) full gas flow day.

9.6 Availability of Released Capacity - Released capacity shall be made available on a nondiscriminatory basis and shall be assigned on the basis of an open season or pre-arrangement in accordance with the procedures described in Sections 9.7 and 9.9.

9.7 Open Season and Matching Period - The minimum term of any open season to be held as a consequence of the posting by a Releasing Shipper of its election to release capacity in accordance with Sections 9.3 or 9.4 hereof shall be as specified below, except that no open season shall be required for a pre-arranged release that is: (1) a release for more than one Year at the maximum reservation charge(s) and reservation surcharge(s) applicable to the rate schedule pursuant to which capacity is released under this Volume No. 1A Tariff as in effect from time to time; (2) a release for any period of thirty-one (31) Days or less; (3) a release to an asset manager as defined by FERC regulations at 18 C.F.R 284.8; or (4) a release to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8.

Any capacity release transactions effectuated during the period between July 30, 2008 and November 21, 2008, shall be grandfathered and shall not be required to comply with the requirement of 18 C.F.R. 284.8(b)(2), that releases with a rate greater than the maximum rate must take effect on or before one year from the date on which the pipeline is notified of the release.

(a) Capacity released under a pre-arrangement, for a period of thirty-one (31) Days or less may not be rolled over or extended unless an offer to release is posted on Transporter's EBB, prior to the effective date of the rollover or extension, treating the extension or rollover as a pre-arranged release and initiating the appropriate open season. A Releasing Shipper may not re-release capacity subject to this paragraph (a) to the same Acquiring Shipper until twenty-eight (28) Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Acquiring Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in Section 9.7 of the GT&C.

9.7 Open Season and Matching Period (continued)

(b) Minimum posting periods shall be as follows (NAESB Standard 5.3.2):

For biddable releases (one (1) Year or less):

(i) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

(ii) Open season ends at 10:00 a.m. on the same or a subsequent Business Day.

(iii) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.

(iv) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

(v) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

(vi) The contract is issued within one hour of the award posting (with a new contract number, when applicable).

(vii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than one (1) Year):

(viii) Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

(ix) Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

(x) Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.

(xi) If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

(xii) Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

9.7 Open Season and Matching Period (continued)

(b) (continued)

(xiii) The contract is issued within one hour of the award posting (with a new contract number, when applicable).

(xiv) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases:

(xv) The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

(a)	Timely Cycle	12:00 Noon
(b)	Evening Cycle	5:00 p.m.
(c)	Intraday 1 Cycle	9:00 a.m.
(d)	Intraday 2 Cycle	1:30 p.m.
(e)	Intraday 3 Cycle	6:00 p.m.

(xvi) The contract is issued within one hour of the award posting (with a new contract number, when applicable).

(xvii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

9.8 Bids for Released Capacity - A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's EBB.

(a) Each bid for released capacity must include the following:

(i) Bidding Shipper's legal name, DUNS number, address, and the name and title of the individual responsible for authorizing the bid;

(ii) the term of the proposed acquisition;

(iii) the maximum reservation charge(s) and reservation surcharge(s) or percentage thereof, or the maximum dollars and cents differential or percentage of an index-based formula the Bidding Shipper is willing to pay for the capacity;

(iv) the quantity desired and any minimum acceptable quantity;

(v) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or Transporter;

(vi) for pre-arranged releases, whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8;

(vii) whether the bid is a contingent bid and the contingency which must be satisfied before the date specified by the Releasing Shipper pursuant to Section 9.3(o); and

(viii) all other information requested by the Releasing Shipper.

(b) Any bid received by Transporter during the open season shall be posted on Transporter's EBB (excluding Bidding Shipper's name). The posting shall indicate if the bid is a contingent bid. Any bid may be withdrawn by such Shipper at any time prior to the close of the open season. However, once a bid is withdrawn, such Shipper may not resubmit a bid at a lower rate but may resubmit a bid at a higher rate. A Bidding Shipper may not simultaneously submit multiple bids for the same package of capacity and may not have more than one bid posted at a given time for such package of capacity.

(c) Except as stated in this Section 9.8(c), a Bidding Shipper may not bid a reservation charge(s) less than the minimum reservation charge(s) nor more than the sum of the maximum reservation charge(s) and reservation surcharge(s) specified by this Volume No. 1A Tariff, nor may the quantity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity, including an index-based release, for a period of one Year or less if the release is to take effect on or before one Year from the date on which Transporter is notified of the release.

9.8 Bids for Released Capacity (continued)

(d) Any capacity acquired on a volumetric reservation charge basis may not be re-released.

9.9 Awarding of Released Capacity - Released capacity shall be awarded in accordance with this Section 9.9.

(a) If Bidding Shipper submits a bid to acquire the released capacity at greater than or equal to the maximum reservation charge(s) and reservation surcharge(s) and upon all the terms and conditions specified in the Releasing Shipper's notice, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be entitled to reject such bid. Provided, however, if such bid was submitted as a bid in an open season relating to a pre-arranged release and the Pre-Arranged Shipper matches such offer, then the capacity shall be awarded pursuant to Section 9.9(g) hereof. If more than one such bid is received then the capacity shall be awarded in accordance with Section 9.9(f) hereof. The Releasing Shipper shall not be entitled to reject any bid so selected.

(b) If a bid is received that exceeds the minimum but does not conform completely to the reservation charge(s) and reservation surcharge(s) and all the terms and conditions specified in the Releasing Shipper's notice, then the Acquiring Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid. Provided, however, if such bid was submitted as a bid in an open season relating to a pre-arranged release and the Pre-Arranged Shipper matches such offer, then the capacity shall be awarded pursuant to Section 9.9(h) hereof. If bids from two or more Bidding Shippers result in bids of equal rank then the capacity shall be awarded in accordance with Section 9.9(f) hereof. Transporter shall evaluate and rank all bids submitted during the open season. If Bidding Shipper has not removed its contingency by the date specified by the Releasing Shipper pursuant to Section 9.3(o) hereof, such bid shall be deemed to have been withdrawn.

(i) Default Bid Evaluation Criteria - If Releasing Shipper does not specify otherwise, all bids will be evaluated pursuant to Option 3, Highest Rate.

(ii) OPTION 1 - Net Present Value Calculation

$$\text{Present Value} = R \times Q \times ((1 - (1 + i)^{-n}) / i)$$

where:
- i = interest rate per Day using the current FERC annual interest rate as defined in Section 154.501(d)(1) of the Commission's regulations and converted for daily application
- n = the number of Days
- Q = the Bid Quantity (in Dth)
- R = the Bid Rate per unit of capacity

9.9 Awarding of Released Capacity
(b) (continued)

(iii) OPTION 2 – Other Method

Releasing Shipper shall specify how bids are to be evaluated to determine which is the best offer and must include all criteria necessary to enable Transporter to evaluate any contingent or non-contingent bids. The criteria must be objectively stated, applicable to all potential bidders and not unduly discriminatory. Such criteria shall also include provisions describing how capacity shall be allocated in the event two or more bids are ranked equally. If Releasing Shipper elects this option, the evaluation period specified in Section 9.7(b) shall be extended by one Business Day.

(iv) OPTION 3 - Highest Rate

Capacity shall be awarded to the Acquiring Shipper submitting the highest bid rate that meets the minimum terms and conditions of the release.

(v) OPTION 4 - Net Revenue Calculation

$$R \times N \times Q = \text{Net Revenue per Month}$$

where: R = the reservation charge(s) and reservation surcharge(s)
N = the number of Days in each Month during the Bid Term
Q = quantity stated in dth

Total Net Revenue for Bid Term = sum of Net Revenue per Month

(c) If the net present value or net revenue options are selected by the Releasing Shipper, then, at the end of the open season, Transporter shall calculate a value for each bid received using the appropriate formula, with the bids being ranked in order from the highest to the lowest value.

(d) For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies an index-based formula in its capacity release offer, the Bid Rate (R) used in the bid evaluation options of this Section 9.9 will be based on: 1) the dollars and cents differential or percentage of the Rate Default, or 2) the dollars and cents differential of the Rate Floor, as applicable.

9.9 Awarding of Released Capacity (continued)

(e) If no bids are received which meet or exceed all of the minimum conditions specified by the Releasing Shipper, no capacity shall be awarded. If any bids are received which meet or exceed the Releasing Shipper's minimum criteria, Transporter shall rank all such bids in accordance with the criteria specified in the notice of release and shall award the capacity to the successful Bidding Shipper(s). Any Bidding Shipper who would receive less than the minimum acceptable bid quantity shall not be obligated to accept released capacity.

(f) If bids from two or more Bidding Shippers result in bids of equal score, the Acquiring Shipper(s) shall be determined based upon the tie breaking method designated by the Releasing Shipper, and if none is specified, by a lottery. The lottery shall be conducted by Transporter on a non-discriminatory basis. Capacity shall be awarded in accordance with the order of draw, with capacity awarded to the first-drawn Bidding Shipper up to the quantity bid by such Shipper, and, if any released capacity remains after such award, it shall be offered to other Bidding Shippers in the lottery in accordance with the order of draw. Any Bidding Shipper who, by virtue of its place in the order of draw, receives less than the minimum acceptable bid quantity shall not be obligated to accept released capacity. The results of the lottery shall be posted on Transporter's EBB.

(g) If a pre-arranged release is for the maximum reservation charge(s) and reservation surcharge(s) under this Volume No. 1A Tariff, as in effect from time to time, for a term of more than one Year and meets all other terms and conditions imposed by the Releasing Shipper, then the Pre-Arranged Shipper shall become the Acquiring Shipper. Service to such Acquiring Shipper may begin on the next scheduling day after award of the capacity and execution of the Acquired Capacity Agreement described in Section 9.10 hereof if that is the effective date specified by the Releasing Shipper. If a pre-arranged release is for less than the maximum reservation charge(s) and reservation surcharge(s) or does not meet all other terms and conditions required by the Releasing Shipper, an open season is required pursuant to Section 9.7. If a better offer is received during the open season, the Pre-Arranged Shipper shall have the time specified in Section 9.7 hereof to match that offer and if the offer is matched, the Pre-Arranged Shipper shall become the Acquiring Shipper. If the Pre-Arranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer shall become the Acquiring Shipper.

(h) A Releasing Shipper shall retain all of the capacity under the Executed TSA or Acquired Capacity Agreement that is not acquired by an Acquiring Shipper as the result of an open season or a pre-arranged release.

9.10 Execution of Agreements

(a) The successful Bidding Shipper (or successful prearranged Shipper) for capacity shall become the Acquiring Shipper and its bid for capacity or acceptance of prearranged release pursuant to this Section 9 shall be binding. The bid submitted by the Acquiring Shipper as supplemented by the posting of the notice of capacity release on Transporter's EBB shall constitute the Acquired Capacity Agreement, which shall be deemed to be in the form of the Form of Service Agreement for the applicable rate schedule. The Acquiring Shipper(s) will gain rights to nominate firm capacity consistent with the capacity acquired from the Releasing Shipper, and for the term as agreed to by the Releasing Shipper and subject to all other terms of the underlying TSA and Sections 9.3 and 9.4 of the GT&C. The Releasing Shipper(s) will relinquish its firm entitlement rights to nominate consistent with the same terms.

(b) Any Shipper that utilizes Transporter's capacity release program shall maintain on file with Transporter the name(s) of those person(s) who have been designated on behalf of such Shipper to perform those functions required by this Section 9 as well as Shipper's signature code which shall be represented by each of the identification numbers ("IDs") assigned to the representatives authorized by Shipper to perform the functions in this Section 9. The use of an ID will be deemed to be Shipper's consent to be bound by the capacity release transaction. When capacity is awarded, an ID shall be automatically, electronically affixed on the electronic record of the capacity release transaction. Entry of this ID in all cases shall evidence that the Acquiring Shipper has accepted the transaction. No paper copy of the contract for a capacity release transaction will be issued.

Transporter may revoke an Acquiring Shipper's ID if Transporter has reasonable suspicion to believe that one of the following events has occurred or may occur:

(i) fraudulent or unauthorized use of the ID;

(ii) an action resulting in a breach of security such as loss, theft, unauthorized disclosure or use of data contained on Transporter's EBB; or

(iii) conduct that threatens the viable operations of Transporter's EBB or wrongly interferes with the business transactions of another party.

(c) Upon the award of capacity, the capacity release transaction is electronically executed between Transporter and the Acquiring Shipper.

(d) Where capacity has been released for the entire remaining term of the Releasing Shipper's TSA, the Releasing Shipper may request Transporter to amend its TSA to reflect the release of capacity. Absent agreement by Transporter to such amendment, which may be conditioned on exit fees or other terms and conditions, the Releasing Shipper shall remain bound by and liable for payment of the reservation charge(s) and reservation surcharge(s) under the TSA.

9.10 Execution of Agreements

(d) (continued)

To the extent that capacity is released for the remaining term of the Releasing Shipper's TSA and the Acquiring Shipper has agreed to pay the maximum reservation charge(s) and reservation surcharge(s) for such capacity, Releasing Shipper's contract shall be amended so as to relieve such shipper of any further liability for payment of the reservation charge(s) and reservation surcharge(s) applicable to the capacity released under the TSA. In the event the Releasing Shipper's TSA is amended to reflect the release of capacity, Transporter shall enter into a TSA with the Acquiring Shipper in the form prescribed for service in this tariff but containing the rates and terms and conditions established for the acquired capacity pursuant to this Section 9.

In any event, Transporter may, on a not unduly discriminatory basis, refuse to allow such a release (i.e., a permanent release) if it has a reasonable basis to conclude that it will not be financially indifferent to the release. Transporter shall provide written notification and the reasons for any denial of a request for permanent release to the affected Releasing Shipper.

9.11 Notice of Completed Transactions - Within five (5) Business Days after capacity has been awarded pursuant to Section 9.9, Transporter shall post the information identified below regarding each transaction on its EBB for a period consistent with Section 284.13(b) of the Commission's regulations.

(a) term;

(b) reservation charge(s) and reservation surcharge(s) as bid;

(c) Receipt and Delivery Points, and Flow Path;

(d) quantity in dth;

(e) whether the capacity is firm or firm recallable;

(f) all conditions, including any minimums, concerning the release;

(g) the names of the Releasing Shipper and the Acquiring Shipper;

(h) whether or not the Acquiring Shipper is an affiliate of the Releasing Shipper or Transporter; and

(i) whether or not the Acquiring Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8.

9.12 Effective Date of Release and Acquisition - The effective date of the release by a Releasing Shipper and acquisition by an Acquiring Shipper shall be on the date so designated in the Acquired Capacity Agreement (posted term effective date).

9.13 Notice of Offer to Purchase Capacity. In the event a party desires to purchase capacity on Transporter's system, it may post a notice of offer to purchase capacity on Transporter's EBB or, if such party is not currently authorized to access the EBB and elects to provide Transporter with the information in some other form, Transporter shall post such offer on its EBB within twenty-four (24) hours of receipt of such offer. The notice shall be posted for a period of time specified by the requesting party; however, Transporter shall not be required to post the notice of the offer to purchase capacity longer than 30 days. The offering party may furnish all data for posting which it deems appropriate but at a minimum such data shall include the following:

(a) offering party's legal name, DUNS number, address, and person to contact for additional information;

(b) the term of the proposed purchase;

(c) the maximum reservation charge(s) and reservation surcharge(s) the party is willing to pay for the capacity;

(d) the quantity desired; and

(e) the Receipt Point(s), Delivery Point(s), and Flow Path.

9.14 Rates

(a) The reservation charge(s) and reservation surcharge(s) for any released firm capacity shall be the reservation charge(s) and reservation surcharge(s) bid by the Acquiring Shipper. Such reservation charge(s) and reservation surcharge(s) shall not be less than Transporter's minimum or more than Transporter's maximum reservation charge(s) and reservation surcharge(s) under the applicable rate schedule as in effect from time to time, except as noted in Section 9.8(c) of the GT&C. In addition, Acquiring Shipper shall pay the maximum usage charge as well as all other applicable charges and surcharge(s) for the service rendered unless discounted by Transporter. For a volumetric reservation charge, the sum of the reservation charge(s) and reservation surcharge(s) shall be converted to a daily rate by multiplying the monthly reservation charge by 12 and then dividing by 365.

(b) The reservation charge(s) and reservation surcharge(s) for any index-based capacity release shall be determined according to NAESB Standard 5.3.67.

9.14 Rates (continued)

(c) If an Acquiring Shipper elects to prepay the reservation charge(s) and reservation surcharge(s) pursuant to Section 12.9 of the GT&C, the prepaid reservation charge(s) and reservation surcharge(s) will be applied against reservation charge(s) and reservation surcharge(s) due Transporter once service commences.

9.15 Marketing Fee - When a Releasing Shipper requests that Transporter actively market the capacity to be released, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefor.

9.16 Billing - Transporter shall bill the Acquiring Shipper the rate(s) specified in the Acquired Capacity Agreement and any other applicable charges and such Acquiring Shipper shall pay the billed amounts directly to Transporter. Further, the Acquiring Shipper who has acquired capacity on a volumetric reservation rate basis shall be billed the daily reservation rate(s) plus the usage rate(s) and all applicable surcharges times the quantities actually transported. Releasing Shipper shall be billed the reservation charge(s) and reservation surcharge(s) associated with the released capacity pursuant to its TSA. The Releasing Shipper shall receive a concurrent conditional credit for temporary capacity releases equal to the reservation charge(s) and reservation surcharge(s) due from the Acquiring Shipper less any marketing fee, if applicable. As a part of the marketing fee, Transporter and the Releasing Shipper may agree to a different crediting amount. This bill shall include an itemization of credits and adjustments associated with each Acquired Capacity Agreement. Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of Section 9.15.

An Acquiring Shipper who re-releases acquired capacity shall pay to Transporter a marketing fee, if applicable. If an Acquiring Shipper does not make payment to Transporter of the reservation charge(s) and reservation surcharge(s) due as set forth in Section 12 of the GT&C, Transporter shall notify the Releasing Shipper of the amount due, including all applicable late charges authorized by Section 12.4 of the GT&C, and such amount shall be paid by the Releasing Shipper. In addition, Releasing Shipper may terminate the release of capacity to an Acquiring Shipper if such Shipper fails to pay the entire amount of any bill for gas delivered under the executed Acquired Capacity Agreement when such amount is due, in accordance with said Section 12.4. Once terminated, capacity and all applicable charges shall revert to the Releasing Shipper. Unless the Acquiring Shipper provides documentation specifying otherwise, all payments received from an Acquiring Shipper shall first be applied to the reservation charge(s) due for transportation service and then to any reservation surcharges(s), including late charges related solely to such reservation charge(s), then to any penalty due, then to usage charges, and last to late charges not related to any reservation charge(s) due.

9.17 Nominations, Scheduling and Recalls - An Acquiring Shipper shall nominate and Transporter shall schedule Natural Gas for transportation service hereunder directly with Transporter in accordance with the applicable procedures set forth in this Volume No. 1A Tariff.

(a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)

(1) Timely Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the Day that Timely Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the Day that Timely Nominations are due;

(2) Early Evening Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the Day that Evening Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the Day that Evening Nominations are due;

(3) Evening Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the Day that Evening Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the Day that Evening Nominations are due;

(4) Intraday 1 Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the Day that Intraday 1 Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the Day that Intraday 1 Nominations are due;

9.17 Nominations, Scheduling and Recalls

(a) (continued)

(5) Intraday 2 Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 12:00 p.m. on the Day that Intraday 2 Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the Day that Intraday 2 Nominations are due;

(6) Intraday 3 Recall Notification:

(i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 4:00 p.m. on the Day that Intraday 3 Nominations are due;

(ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the Day that Intraday 3 Nominations are due.

(b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (NAESB WGQ Standard 5.3.45)

(c) Releasing Shipper's notice of recall and reput must be submitted using Transporter's on-line capacity release system.

(d) The recall notice must detail receipt and delivery point(s) and quantities being recalled. The notification shall also state the length of the recall period and the conditions of any reput rights of the Releasing Shipper and reput obligations of the Acquiring Shipper as may have been negotiated at the time of the release (see GT&C Section 9.3(d)).

9.17 Nominations, Scheduling and Recalls (continued)

(e) In the event of an intraday capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics. (NAESB WGQ Standard 5.3.56)

(f) Releasing Shipper, when returning recalled capacity to the Acquiring Shipper(s), shall give Transporter and such Acquiring Shipper(s) notice of its intent to reput the capacity back to the Acquiring Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day (NAESB WGQ Standard 5.3.54). When capacity is recalled, it may not be reput for the same Gas Day (NAESB WGQ Standard 5.3.53).

(g) Transporter shall not assess penalties during non-critical periods on transactions related to quantities recalled during an intraday scheduling cycle.

9.18 Qualification for Participation in the Capacity Release Program - Any Shipper wishing to become a Bidding Shipper, or a potential Pre-Arranged Shipper, must satisfy the creditworthiness requirements of Transporter's transportation tariff by pre-qualifying prior to submitting a bid for capacity or prior to becoming a party to a pre-arranged release. Once a Shipper becomes an Acquiring Shipper, such Shipper can be subject to a periodic credit review with respect to its eligibility to make additional bids on other offers of released capacity. A Shipper cannot bid for services which exceed its qualified level of creditworthiness. Notwithstanding such qualification to participate in the open season, Transporter does not guarantee the payment of any outstanding amounts by an Acquiring Shipper.

9.19 Compliance by Acquiring Shipper - By acquiring released capacity, an Acquiring Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release Program and all applicable Commission orders and regulations, including Part 284 thereof. Such Acquiring Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Volume No. 1A Tariff, as well as the terms and conditions of the Acquired Capacity Agreement. End user lists shall not be required.

9.20 Obligations of Releasing Shipper - Except as provided for in Section 9.10(c), the Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) and reservation surcharge(s) associated with the released capacity up to the maximum reservation charge(s) and reservation surcharge(s) specified in such Releasing Shipper's TSA or Acquired Capacity Agreement. However, if the original TSA involves a negotiated rate agreement that exceeds the maximum reservation rate, the Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) and reservation surcharge(s) associated with the released capacity up to the original negotiated rate. Re-releases by an Acquiring Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this section.

9.21 Flexible Receipt and Delivery Point(s)

(a) Shipper(s) using Acquired Capacity Agreements may utilize Receipt and/or Delivery Points not provided for in the Acquired Capacity Agreement pursuant to the provisions of Section 8.1(f) which is incorporated herein.

(b) Should the Releasing Shipper expressly permit the Acquiring Shipper to re-designate the primary receipt and/or delivery points specified in the notice to release capacity, then the Acquiring Shipper may designate any primary receipt and/or delivery points and related Flow Path within the same zone or another zone subject to Section 8.1(g)(iii) of this Tariff, to the extent that capacity is available on such Flow Path and at such point(s). Shippers using Acquired Capacity Agreements requesting re-designation of primary receipt or delivery points should follow the procedures contained in Section 8.1(f)(iii). However, if an Acquiring Shipper has contracted for a temporary capacity release (i.e., less than three Months), the Acquiring Shipper may submit a request to re-designate to a new primary point and the Releasing Shipper may simultaneously submit a request to re-designate back to the original primary point at the end of the capacity release, subject to the other requirements of Section 8.1(f)(iii).

(c) Both Releasing and Acquiring Shippers may use Flow Point Secondary, Flow Path Secondary and Alternate Capacity. However, the combined nominations of such Shippers on any Segment are limited to the TCD of the released agreement.

9.22 Refunds - In the event that the Commission orders refunds of any rates charged by Transporter, Transporter shall flow-through refunds to any Acquiring Shipper to the extent that such Shipper has paid a rate in excess of Transporter's just and reasonable, applicable maximum rates. For releases that become effective on or after July 30, 2008, the rate paid by an Acquiring Shipper in any capacity release transaction with a term of one Year or less which is not subject to the maximum rate limitation will be deemed to be a final rate and is not subject to refund.

9.23 Right to Terminate a Temporary Capacity Release

(a) Using the notice procedures of Section 12.5 of the GT&C, Transporter may elect to terminate an Acquired Capacity Agreement upon 30 Days written notice to the Acquiring Shipper, and to FERC, under the following conditions.

(1) Transporter has or will terminate the Releasing Shipper's service pursuant to: (i) the Termination of Service provisions of Section 12.5 of the GT&C, or (ii) the creditworthiness requirements of this Tariff; and

(2) The rate stated in the Acquired Capacity Agreement is less than the rate for service under the TSA with the Releasing Shipper.

(b) A creditworthy Acquiring Shipper may continue an existing Acquired Capacity Agreement by notifying Transporter prior to the end of the 30-Day notice period that it agrees to pay a rate that is the lesser of:

(1) the applicable maximum rate; or
(2) the same rate as is in the TSA between Transporter and the Releasing Shipper; or
(3) a mutually agreed upon rate.

10. IMBALANCE MANAGEMENT

For purposes of this section, an imbalance is the difference between the scheduled quantity and the quantity measured at the Receipt and/or Delivery Points.

10.1 Imbalance Administration

(a) Transporter shall, to the extent practicable, deliver quantities for Shipper's account concurrently with the receipt of receipt quantities.

(b) It shall be Shipper's responsibility, whether or not delegated to another party, to cause gas to be delivered to Transporter as scheduled at the Receipt Point(s) and cause gas to be taken from Transporter at the Delivery Point(s) in accordance with the applicable scheduled nominations. Recognizing reasonable operational variations, Shipper shall attempt to conform quantities to be received and delivered with those scheduled and confirmed for each nomination cycle.

(c) Third Party Imbalance Management Services - Transporter shall accommodate third-party imbalance management services on a non-discriminatory basis as long as those services comply with applicable NAESB WGQ Standards and do not adversely impact system operations. Criteria for third-party services will include compliance with NAESB WGQ nomination and confirmation time lines, and meeting Transporter's credit requirements appropriate for the quantity of Shipper imbalance gas for which such third party may be responsible.

(d) Imbalances with Other Parties - Transporter shall not be responsible for eliminating any imbalances between Shipper and any third party, including imbalances between local distribution companies and/or specific end users. Furthermore, Transporter shall not be obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such imbalances.

(e) Persistent system constraints as referred to in this Section 10 will be identified by posting on Transporter's EBB.

10.2 Imbalance Resolution

(a) Transporter shall determine the cumulative daily imbalance quantity applicable to each TSA through the last Day of the Month to identify the TSA's end-of-month imbalance.

(b) Shippers shall have the opportunity to reduce any end-of-month imbalance pursuant to the imbalance resolution procedures described in this Section 10.2 and Section 10.3. Any adjustments to an end-of-month imbalance must have the effect of reducing the amount of such imbalance. The application of any reductions shall determine a final end-of-month imbalance for each TSA.

10.2 Imbalance Resolution (continued)

(c) The monthly imbalance resolution tools described in this Section 10.2 and Section 10.3 will be applied by Transporter in the following order:

(i) Physical imbalance make-ups and paybacks, as described in Section 10.2(d), nominated and scheduled during Month 1 to reduce Month 1 imbalances.

(ii) Physical imbalance make-ups and paybacks, as described in Section 10.2(d), nominated and scheduled through the first five Business Days following monthly invoice date and directed by Shipper to reduce a Month 1 imbalance.

(iii) Month 1 imbalance transfers, described in Section 10.2(e) below.

(iv) A TSA's end-of-month imbalances transferred between Month 1, Month 2 and Month 3 as described in Section 10.2(e).

(v) Netting, as described in Section 10.2(e), a Shipper's Month 1, Month 2, and Month 3 imbalances among all its TSAs.

(vi) Imbalance trades, as described in Section 10.2(f), applicable to Month 1 imbalances accomplished no later than the fifth Business Day following monthly invoice date.

(vii) Cash out, pursuant to Section 10.3 below, of end-of-month Month 1 imbalances remaining after the application of the imbalance management services listed in Section 10.2(c)(i) through Section 10.2(c)(vi) above that exceed the applicable threshold.

(viii) Physical imbalance make-ups and paybacks, described in Section 10.2(d) below, nominated and scheduled after the fifth Business Day following monthly invoice date and directed by the Shipper to reduce any remaining end-of-month Month 1 imbalance.

(ix) Imbalance trades, described in Section 10.2(f) below, effectuated after the fifth Business Day following monthly invoice date and directed by the Shipper to reduce any remaining end-of-month Month 1 imbalance.

(x) Cash out, pursuant to Section 10.3 below, of any end-of-month Month 1 imbalance remaining at the conclusion of Month 2 after the application of the imbalance management services listed in Section 10.2(c)(viii) and Section 10.2(c)(ix) above that exceed the applicable threshold.

10.2 Imbalance Resolution
(c) (continued)

(xi) Physical imbalance make-ups and paybacks, described in Section 10.2(d) below, nominated and scheduled during Month 3 and directed by the Shipper to reduce any remaining end-of-month Month 1 or Month 2 imbalance.

(xii) Imbalance trades, described in Section 10.2(f) below, occurring during Month 3 and directed by the Shipper to reduce any remaining end-of-month Month 1 or Month 2 imbalance.

(xiii) Cash out, pursuant to Section 10.3 below, of any end-of-month Month 1 imbalance remaining at the conclusion of Month 3 after the application of the imbalance management services listed in Section 10.2(c)(xi) and Section 10.2(c)(xii) above that exceeds the applicable threshold.

(d) Shippers may submit separate imbalance make-up or payback nominations to resolve end-of-month imbalances.

(i) Make-up or payback nominations must be designated as a make-up/payback nomination and, if requested by Shipper, specify the end-of-month imbalance to which the make-up/payback applies.

(ii) Make-up or payback nominations may be submitted during Month 1 and through the first five Business Days following monthly invoice date to resolve a Month 1 imbalance.

(iii) Make-up or payback nominations may be submitted during the two Months following the incurrence of a Month 1 imbalance.

(iv) Unless Shipper specifies otherwise, make-up or payback quantities will be first applied to any Month 1 imbalance. Any remaining quantities, or if the Month 1 imbalance is zero, will be applied to previous imbalances based on a "last in - first out" methodology.

(v) Subsequent to the conclusion of the make-up and payback nomination period, any remaining imbalance quantities shall be subject to cash out, pursuant to Section 10.3, in the second Month following the Month in which the imbalance occurred.

10.2 Imbalance Resolution (continued)

(e) Monthly Imbalance Transfers - Unless otherwise agreed, at the end of each Month, Transporter shall review each Shipper's TSAs and transfer imbalances among such TSAs to provide the Shipper with the lowest possible imbalance quantity on all TSAs. A Shipper's imbalances may be netted among its contracts, if the netting does not serve to effectuate transportation across persistent system capacity constraints. Transporter will first transfer imbalances among a Shipper's TSAs under the same rate schedule. Thereafter, Transporter will transfer imbalances among that Shipper's TSAs under all rate schedules. No imbalance under any TSA will be increased as the result of a transfer. In each category, and to the extent possible, larger imbalances shall be transferred first. Imbalance Transfers will occur in the following order:

(i) A Shipper's Month 1 end-of-month TSA imbalances will be automatically netted.

(ii) A Shipper's Month 1 end-of-month imbalance will be automatically netted against any outstanding Small Quantity Imbalance, as described in Section 10.3(a)(iii).

(iii) A TSA's Month 2 end-of-month imbalance will be automatically netted against the TSA's Month 1 imbalance.

(iv) A TSA's Month 3 end-of-month imbalance will be automatically netted against the TSA's Month 1 imbalance.

(v) A Shipper's Month 2 end-of-month imbalance will be automatically netted against the Shipper's Month 1 imbalances, if any.

(vi) A Shipper's Month 3 end-of-month imbalance will be automatically netted against the Shipper's Month 2 imbalances, if any.

(f) Imbalance Trades - The term "imbalance trade" shall mean the reallocation of imbalances from one Shipper to another Shipper in order to reduce the total amount of outstanding imbalances of the parties. Transporter shall effect an election to trade imbalances as posted and verified electronically. Imbalance trades shall be based on a TSA's end-of-month imbalance.

(i) Shipper imbalances may be traded with other Shippers' imbalances if the trade does not serve to effectuate transportation across persistent system capacity constraints. Prior to the fifth Business Day following monthly invoice date, Shipper must notify Transporter of any trades to be applied to a prior Month's imbalances. Subsequent to Transporter's issuance of invoices, Shippers may post imbalances for trade for up to five Business

10.2 Imbalance Resolution

(f) (i) (continued)

Days after monthly invoice date. At the conclusion of the above five Business Days, Shipper's imbalances shall be adjusted for the trades effectuated pursuant to this Section 10.2(f)(i). Any remaining imbalance quantities shall be subject to cash out, pursuant to Section 10.3, in the second Month following the Month in which the imbalance occurred.

(ii) Unless Shipper specifies otherwise, imbalance trades will be applied in the following order:

(A) to a Month 1 end-of-month imbalance;
(B) to any outstanding Small Quantity Imbalance, as described in Section 10.3(a)(iii);
(C) to a Month 2 end-of-month imbalance;
(D) to a Month 3 end-of-month imbalance;

(iii) A Shipper, acting without assistance of Transporter, may negotiate an imbalance trade arrangement with another Shipper.

(iv) Upon Shipper's designation, Transporter shall post on its EBB the Shipper's contact name(s), phone number(s), quantity, and direction of net imbalances available to be traded.

(v) Only trades which have the effect of reducing outstanding imbalances owed to or from Transporter are permitted (i.e., the maximum quantity which may be traded is the smaller of the excess or shortfall under the Shipper's end-of-month imbalance affected by the trade).

(vi) If a Shipper's imbalance is less than the amount it has agreed to trade with another Shipper, the Shipper will only be credited for the actual amount of the imbalance.

(vii) Transporter shall permit trade arrangements at no additional cost to the Shippers.

(g) DP Operators who have entered into operational balancing agreements ("OBAs") with Transporter that include the same cash out and Strained/Critical Operating Condition provisions as detailed in Sections 10 and 11.1 will be able to make use of the imbalance resolution opportunities, i.e. trading and physical make-up/paybacks, described in Sections 10.2(d) and 10.2(f). Such DP Operators do not include Operators of Delivery Points where Transporter is required to have an OBA, i.e., interstate pipelines and applicable intrastate pipelines or foreign pipelines that are the functional equivalent of an interstate or intrastate pipeline.

10.2 Imbalance Resolution (continued)

(h) Prior Period Measurement Adjustment(s) ("PPMA")

(i) In the event a PPMA decreases a Shipper's current monthly imbalance, the PPMA shall be applied in the current Month.

(ii) In the event a PPMA increases a Shipper's current monthly imbalance, the PPMA shall be applied in the Month following the Month in which the PPMA was made. Should an imbalance greater than five percent (5%) remain in the next Month (i.e., the Month following the Month in which the PPMA was made), Section 10.3(d) shall not be applicable to the PPMA imbalance-related quantities. In this event, PPMA imbalance-related quantities shall be cashed out at one hundred percent (100%) of the applicable Cash Out Index Price.

10.3 Cash Out - All monthly imbalances shall be subject to the following cash out provisions. Such cash out shall be accomplished using the relevant Monthly Cash Out Index Price pursuant to Section 10.3(b), provided, however, that for purposes of cash out, monthly imbalances associated with PPMAs shall be deemed to have occurred consistent with Section 10.2(h).

(a) Determination of Cash Out Quantities - The term "cash out" shall refer to the valuation of an imbalance at a market-related price pursuant to the requirements of this section. Application of the cash out process will result in a monetary value due to the Shipper or Transporter which will result in reduction of the imbalance to the applicable threshold level.

(i) Transporter and Shipper shall cash out that portion of an imbalance that exceeds the thresholds described in Sections 10.3(a)(ii) and 10.3(a)(iii) by applying the applicable Cash Out Index Price to the imbalance quantity in excess of the threshold quantity. Any remaining end-of-month imbalance will be carried forward to be resolved in future Months as described in Sections 10.2 and 10.3.

(ii) The monthly threshold will be calculated by multiplying the Shipper's aggregate scheduled quantity in the applicable Month by the following percentages:

(A) The Month 1 threshold shall be 5%.
(B) The Month 2 threshold shall be 3%.
(C) The Month 3 threshold shall be 0%.

10.3 Cash Out

(a) (continued)

(iii) Small Quantity Monthly Imbalance: The cash out thresholds described in Section 10.3(a)(ii) will not apply to any TSA with an end-of-month imbalance less than 2,000 dth, unless the Shipper specifies otherwise. However, each January, Transporter will cash out any monthly Small Quantity Imbalances accrued during the 12 Months ended the previous November that were not resolved by the imbalance resolution methods described in Section 10.2. The cash out will be priced at 100% of the previous December System Cash Out Index price described in Section 10.3(c)(iv).

(iv) Shippers may elect to cash out an imbalance at any time. Shipper must notify Transporter of any such election before the end of the last Business Day of the Month for the quantities to be cashed out in accordance with Section 10.3(a)(ii).

(b) Determination of Cash Out Liabilities - For cash out purposes monthly imbalances will be valued at the applicable Cash Out Index Price determined in Section 10.3(c).

(i) Monthly imbalances that are less than or equal to an absolute value of 2% of scheduled quantities shall be valued at the simple average of the applicable Monthly Cash Out Index Price(s) for the Month the imbalance was incurred and the Month the imbalance is cashed out.

(ii) Monthly imbalances that are greater than an absolute value of 2% of scheduled quantities that are due:

(A) Transporter shall be valued at the higher of the Monthly Cash Out Index Price for the Month the imbalance was incurred or the Monthly Cash Out Index Price for the Month the imbalance is cashed out.

(B) Shipper shall be valued at the lower of the Monthly Cash Out Index Price for the Month the imbalance was incurred or the Monthly Cash Out Index Price for the Month the imbalance is cashed out.

(c) Cash out shall be based on the monthly determination of three calculated price indices (i.e. Monthly San Juan, Monthly Permian and Monthly System), depending on whether Shipper has one or more supply basins included in its TSA and whether Shipper has elected the extended Month 1 cash out. A single monthly price index calculated only for a specific supply basin will be used if Shipper has only that one supply basin in its TSA. If Shipper has only the Anadarko supply basin in its TSA, then the Permian Basin Index Prices will be used. System Cash Out Index Prices calculated for all supply basins will be used if Shipper has more than one supply basin in its TSA.

10.3 Cash Out

(c) (continued)

(i) The Monthly Permian Basin Cash Out Index Price shall be determined by using the simple average of the daily mid-point prices reported as delivered to El Paso's System at West Texas, Permian or Waha from the publication identified in Section 10.3(c)(v). The Monthly Permian Basin Cash Out Index Price will be calculated by summing the average daily prices for each day of the production Month and dividing by the number of Days in the Month.

(ii) The Monthly San Juan Basin Cash Out Index Price shall be determined by using the simple average of the daily mid-point prices reported as delivered to El Paso's System at Ignacio, San Juan, or New Mexico from the publication identified in Section 10.3(c)(v). The Monthly San Juan Basin Cash Out Index Price will be calculated by summing the average daily prices for each day of the production Month and dividing by the number of Days in the Month.

(iii) The Monthly California Border Cash Out Index Price shall be determined by using the "SoCal Border Avg." from the publication identified in Section 10.3(c)(v). The Monthly California Border Cash Out Index Price will be calculated by summing the average daily prices for each day of the production Month and dividing by the number of Days in the Month.

(iv) The Monthly System Cash Out Index Price shall be computed by using the weighted average of the Monthly Permian Basin Index Price, the Monthly San Juan Basin Index Price, and the Monthly California Border Cash Out Index Price. The weighting is based on the quantities entering El Paso's System in each Production Area and scheduled as a California receipt during the previous quarter and will be updated quarterly.

(v) The trade publication referenced above is Natural Gas Intelligence Daily Gas Price Index (Cash Market Prices).

10.3 Cash Out

(c) (continued)

(vi) No later than the 15th Day of each Month, Transporter will report on its EBB the final Cash Out Index Prices applicable to the previous business Month. In the event the publication ceases publication or to the extent the publication fails to report the applicable spot prices, then Transporter may substitute prices reported in a similar independent publication. If there is a permanent change in a publication, Transporter will file to revise its Tariff to identify a new publication within 60 Days of the change. Changes in the name, format or other method of reporting by the publication in Section 10.3(c)(v) above that do not materially affect the content shall not affect its use hereunder.

(d) Except as provided for in Section 10.3(a)(ii), the end-of-month imbalances shall be cashed out based on the percentage of scheduled quantity provided below as adjusted by Section 10.3(b). End-of-month imbalance percentages shall be calculated based on scheduled quantities as described in Section 10.3(d)(xiii).

(i) For any TSA with an end-of-month imbalance up to and including +2%, the quantity will be invoiced at 100% of the applicable Cash Out Index Price;

(ii) For any TSA with an end-of-month imbalance greater than +2% but less than or equal to +5%, the quantity in excess of +2% will be invoiced at 100% of the applicable Cash Out Index Price;

(iii) For any TSA with an end-of-month imbalance greater than +5% but less than or equal to +10%, the quantity in excess of +5% will be invoiced at 110% of the applicable Cash Out Index Price;

(iv) For any TSA with an end-of-month imbalance greater than +10% but less than or equal to +15%, the quantity in excess of +10% will be invoiced at 120% of the applicable Cash Out Index Price;

(v) For any TSA with an end-of-month imbalance greater than +15% but less than or equal to +20%, the quantity in excess of +15% will be invoiced at 130% of the applicable Cash Out Index Price;

(vi) For any TSA with an end-of-month imbalance greater than +20%, the quantity in excess of +20% will be invoiced at 140% of the applicable Cash Out Index Price.

10.3 Cash Out

(d) (continued)

(vii) For any TSA with an end-of-month imbalance up to and including -2%, the quantity will be purchased by Transporter at 100% of the applicable Cash Out Index Price;

(viii) For any TSA with an end-of-month imbalance greater than -2% but less than or equal to -5%, the quantity in excess of -2% will be purchased at 100% of the applicable Cash Out Index Price;

(ix) For any TSA with an end-of-month imbalance greater than -5% but less than or equal to -10%, the quantity in excess of -5% will be purchased at 90% of the applicable Cash Out Index Price;

(x) For any TSA with an end-of-month imbalance greater than -10% but less than or equal to -15%, the quantity in excess of -10% will be purchased at 80% of the applicable Cash Out Index Price;

(xi) For any TSA with an end-of-month imbalance greater than -15% but less than or equal to -20%, the quantity in excess of -15% will be purchased at 70% of the applicable Cash Out Index Price;

(xii) For any TSA with an end-of-month imbalance greater than -20%, the quantity in excess of -20% will be purchased at 60% of the applicable Cash Out Index Price.

(xiii) Transporter shall calculate the percentage for end-of-month imbalances as follows, unless the allocation of delivery/receipt quantities is governed by an OBA, in which case the OBA shall apply:

(A) For Pro Rata Points (imbalance allocated pro rata to all contracts with scheduled quantities at the specified Delivery or Receipt Point), the imbalance percentage shall equal the imbalance allocated to each individual contract divided by the scheduled quantities for such contract;

(B) For NAESB Swing Points (entire imbalance allocated to a designated "swing contract"), the imbalance percentage shall equal the imbalance divided by the total scheduled quantities for all contracts for all Shippers at the specified Delivery or Receipt Point; and

10.3 Cash Out
(d) (xiii) (continued)

(C) Should an agreement be allocated an imbalance at a Pro Rata Receipt Point and at a NAESB Swing Receipt Point, the imbalance percentage shall equal the total imbalance of the agreement divided by the sum of the scheduled quantities for the agreement at the Pro Rata Receipt Point and the scheduled quantities for all agreements at the NAESB Swing Receipt Point.

(D) Should a contract be allocated an imbalance at a Pro Rata Delivery Point and at a NAESB Swing Delivery Point, the imbalance percentage shall equal the total imbalance of the contract divided by the sum of the scheduled quantities for the contract at the Pro Rata Delivery Point and the scheduled quantities for all contracts at the NAESB Swing Delivery Point.

(e) Unless otherwise accounted for in Transporter's fuel mechanism pursuant to Section 13, total cash out revenues received that are in excess of Transporter's gas costs during a calendar year pursuant to the operation of this section shall be credited to Transporter's firm and interruptible transportation Shippers on a pro rata basis based on the total transportation revenues paid by each Shipper.

(i) If Transporter buys gas quantities to maintain system linepack as a result of the cash out of imbalances owed to Transporter, the difference between the cost of gas based on the Monthly Cash Out Index Price (i) when the cash-outs occurred and (ii) when Transporter bought gas to maintain linepack shall be included in the determination of the gas costs described in Section 10.3(e).

(ii) The credit, if any, shall be made not later than the March accounting Month following the applicable calendar year end.

(iii) Interest shall be accrued at rates set pursuant to 18 C.F.R. Section 154.501(d)(1).

(iv) Gas costs exceeding total cash out revenues received during a calendar year shall be transferred to the next calendar year for offset against future cash out revenues.

10.4 Maintenance of System Integrity. Nothing in this Tariff limits Transporter's right to take action that may be required to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system, including maintenance of service to higher-priority Shippers.

10.5 Allocation of Delivery Quantities

The allocation of delivery quantities shall be governed by the pre-determined allocation methods ("PDAs") set forth in this Section 10.5 or by an applicable operational balancing agreement ("OBA").

(a) A DP Operator may elect from one of the PDA methods described in Section 10.5(b) for the allocation of delivery quantities.

(i) Except as provided below, a DP Operator's election of a PDA method must be received no later than the last Business Day of the Month preceding the effective Month and shall remain in effect until changed by the DP Operator for the first Day of a subsequent Month. DP Operator's election shall be effective for a time period no less than one Month and shall be posted on Transporter's EBB.

(A) If all affected parties consent in writing or via email, a DP Operator can change its PDA method during the effective Month to apply retroactively to the first Day of such Month. Transporter shall determine and notify all parties which are affected by such a change.

(ii) Pursuant to the applicable PDA method stated in Section 10.5(b) below, if measured gas flow at a Delivery Point is recorded and no scheduling has occurred, the metered quantities will be recorded on a designated default TSA elected by the DP Operator. If such default agreement does not belong to the DP Operator, the Shipper whose TSA is elected as the default TSA must authorize such TSA to be used prior to the last Business Day of the Month preceding the effective Month and such election shall remain in place until changed by the Shipper or DP Operator for the first Day of the subsequent Month.

(iii) Absent the DP Operator electing the Swing method pursuant to Section 10.5(b)(ii), quantities at a Delivery Point shall be allocated pro rata based on scheduled quantities as described in Section 10.5(b)(i) below. (NAESB Standard 2.3.18)

(b) PDA Methods for the Allocation of Delivery Point Quantities.

(i) Pro Rata (NAESB Standard 2.3.16) - For each Gas Day, the difference between daily quantities measured and scheduled plus any no-notice quantities, if applicable, for all TSAs under which gas is delivered at a Delivery Point will be allocated on a pro rata basis to each TSA scheduled to that Delivery Point. In addition, the related hourly components will be included in this Pro Rata allocation process. The Pro Rata allocation will be determined by dividing each TSA's scheduled quantities by the total of all scheduled quantities to the Delivery Point.

10.5 Allocation of Delivery Quantities

(b) (i) (continued)

(A) This method shall be calculated by taking the total quantities to be allocated and multiplying such quantities by the ratio established from taking each individual scheduled line item and dividing it by the total of all scheduled line items applicable to the quantities to be allocated.

(B) Transporter shall allocate pro rata among all contracts under which gas is scheduled to a Delivery Point all end-of-month imbalances with respect to scheduled quantities at the Delivery Point and calculate the percentage for such imbalances pursuant to Section 10.3(d)(xiii)(a).

(ii) Swing (NAESB Standard 2.3.16) - For each Gas Day, each TSA scheduled at a Delivery Point will be allocated gas quantities at such Delivery Point equal to the scheduled quantities (plus any no-notice quantities, if applicable) under the TSA. Additionally, the TSA identified as the "Swing TSA" for each Delivery Point will be allocated the difference between 1) the sum of the total daily quantities measured and 2) the total daily quantities scheduled plus any no-notice quantities, if applicable, at the Delivery Point under all rate schedules. Hourly quantities measured in excess of Hourly Scheduled Entitlements for all TSAs under which gas is delivered at a Delivery Point will also be allocated to the Swing TSA.

(A) Any TSA for service under Rate Schedules IT-1, FT-1, FT-2, FTH-V, FT-H, NNTD or NNTH may be designated by the DP Operator at a Delivery Point as the Swing TSA.

(B) Daily and hourly gas quantities will be allocated to the Swing TSA in accordance with this Section 10.5(b)(ii) regardless of whether any quantities are scheduled under the Swing TSA.

(C) (1) For purposes of the SOC and COC penalty provisions in Critical Conditions under Section 11.1, for each Gas Day, the Safe Harbor Tolerance Quantities for the Swing TSA at the Delivery Point (which tolerance quantities along with the sum of all daily scheduled quantities, not including HEEN scheduled quantities, plus any no-notice quantities, if applicable, shall not be subject to SOC/COC penalties), shall equal the higher of 1) the product of the applicable Safe Harbor Tolerance Percentage, multiplied by the sum of the total daily scheduled quantities plus any no-notice quantities, if applicable, under all TSAs under which gas is delivered at the Delivery Point, or 2) 2,000 dth.

10.5 Allocation of Delivery Quantities
(b) (ii) (C) (continued)

(2) For purposes of the hourly scheduling penalty provisions in Critical and non-Critical Conditions under Section 14.1, for each hour of the Gas Day, the Safe Harbor Tolerance Quantities for the Swing TSA at the Delivery Point (which tolerance quantities along with the sum of the Hourly Scheduled Entitlements and any Rate Schedule IHSW quantities, if applicable, shall not be subject to hourly scheduling penalties), shall equal the higher of 1) the product of the applicable Safe Harbor Tolerance Percentage, multiplied by the sum of the total Hourly Scheduled Entitlements plus any no-notice quantities, if applicable, under all TSAs under which gas is delivered at the Delivery Point, or 2) 100 dth in Critical Conditions and 200 dth in non-Critical Conditions.

(D) The DP Operator may elect to use IHSW service in association with a Swing TSA to cover all TSAs under which gas is delivered at the Delivery Point. The DP Operator's use of IHSW service shall not be restricted to the TSA under which excess quantities were delivered. The IHSW charges shall be billed on only the hourly delivery quantities allocated to the Swing TSA that exceed the Safe Harbor Tolerance Quantities determined in accordance with Section 10.5(b)(ii)(C)(2). In addition, IHSW service shall not be applicable to the aggregate sum of any hourly variation greater than 160% of 1/24th of the daily scheduled quantities for each TSA under which gas is delivered at the Delivery Point.

(E) The Swing TSA Shipper will be invoiced any applicable hourly scheduling penalties, SOC or COC penalties and, if it has identified an IHSW agreement associated with a Swing TSA for all of the TSAs under which gas is delivered at its Delivery Point, all applicable IHSW charges.

(F) Transporter shall allocate to the Swing TSA all end-of-month imbalance with respect to scheduled quantities at the Delivery Point and calculate the percentage for such imbalances pursuant to Section 10.3(d)(xiii)(B).

10.5 Allocation of Delivery Quantities

(b) (continued)

(iii) Daily unauthorized overrun penalties - For purposes of determining daily unauthorized overrun penalties subject to the contract aggregation election as set forth in the applicable firm rate schedule, allocated gas quantities and, separately, contract entitlements will be aggregated for a Shipper with multiple TSAs (inclusive of TSAs of different rate schedules). Shipper aggregated gas quantities are accounted for as if service was under a single TSA, including the computation of the daily Safe Harbor Tolerance Quantities. Thus, the daily unauthorized overrun penalties will be calculated by Transporter and billed to the Shipper based on the comparison between the sum of all of the Shipper's allocated daily delivered quantities and of its total TCDs under all of the Shipper's firm TSAs. Any quantities that are allocated to one Shipper under either the Pro Rata or Swing method will not be utilized in calculating the quantity of daily unauthorized overrun penalties for any other Shipper.

(c) Operator Sweep - If requested by a DP Operator, Transporter will transfer any hourly scheduling penalty and/or Rate Schedule IHSW charges from a TSA assessed such penalty/charge to the DP Operator for payment responsibility.

(i) An Operator Sweep Account ("OSA") shall be assigned to the DP Operator for the purposes of payment of hourly scheduling penalties and/or Rate Schedule IHSW charges. The DP Operator electing Operator Sweep will have all charges related to hourly scheduling penalties and/or Rate Schedule IHSW charges incurred at its Delivery Points billed to the OSA. The OSA will only be used for accounting, billing and payment purposes. No capacity rights are associated with an OSA. All transportation services will be provided under the applicable TSAs.

(A) The DP Operator shall elect the Delivery Point(s) that will be accounted for in an OSA.

(B) A Delivery Point may not be covered by more than one OSA.

(C) A DP Operator's election of Operator Sweep, shall be made concurrent with its election of a PDA method pursuant to Section 10.5(a) above.

(ii) The DP Operator will pay the penalty transferred to the OSA on a monthly invoice. Such invoice will include for each Delivery Point covered by the OSA: 1) the sum of any hourly scheduling penalties and 2) Rate Schedule IHSW charges.

(iii) The DP Operator must meet the creditworthiness requirements of this Tariff.

10.6 Allocation of Receipt Quantities

The allocation of receipt quantities shall be governed by the pre-determined allocation methods ("PDAs") set forth in this Section 10.6 or by an applicable operational balancing agreement ("OBA").

(a) An RP Operator may elect from one of the PDA methods described in Section 10.6(b) for the allocation of receipt quantities.

(i) Except as provided below, an RP Operator's election of a PDA method must be received no later than the last Business Day of the Month preceding the effective Month and shall remain in effect until changed by the RP Operator for the first Day of a subsequent Month. RP Operator's election shall be effective for a time period no less than one Month and shall be posted on Transporter's EBB.

(A) If all affected parties consent in writing or via email, an RP Operator can change its PDA method during the effective Month to apply retroactively to the first Day of such Month. Transporter shall determine and notify all parties which are affected by such a change.

(ii) Pursuant to the applicable PDA method stated in Section 10.6(b) below, if measured gas flow at a Receipt Point is recorded and no scheduling has occurred, the metered quantities will be recorded on a designated default TSA elected by the RP Operator. If such default TSA does not belong to the RP Operator, the Shipper whose TSA is elected as the default TSA must authorize such TSA to be used prior to the last Business Day of the Month preceding the effective Month and such election shall remain in place until changed by the Shipper or RP Operator for the first Day of the subsequent Month. If authorization from Shipper is not received by Transporter prior to the last Business Day of the Month preceding the effective Month, then the election will be denied.

(A) In the event RP Operator fails to elect a default TSA or elects a default TSA that belongs to another Shipper and such Shipper does not submit authorization to Transporter or denies election of its TSA, Transporter shall enact the following process should gas flow be measured at the Receipt Point on a Gas Day for which a nomination has not been submitted at such point.

(1) Any quantity received into Transporter’s system shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.

10.6 Allocation of Receipt Quantities
(a) (continued)

(iii) Absent the RP Operator electing the Swing method pursuant to Section 10.6(b)(ii), quantities at a Receipt Point shall be allocated pro rata based on scheduled quantities as described in Section 10.6(b)(i) below.

(b) PDA Methods for the Allocation of Receipt Point Quantities.

(i) Pro Rata Allocations at a Receipt Point - For each Gas Day, the difference between daily quantities measured and scheduled for all agreements under which gas is received at a Receipt Point will be allocated on a pro rata basis to each agreement scheduling gas from that Receipt Point. The Pro Rata allocation will be determined by dividing each agreement's scheduled quantities by the total of all scheduled quantities from the Receipt Point.

(A) This method shall be calculated by taking the total quantities to be allocated and multiplying such quantities by the ratio established from taking each individual scheduled line item and dividing it by the total of all scheduled line items applicable to the quantities to be allocated.

(B) Transporter shall allocate pro rata, among all agreements under which gas is scheduled from a Receipt Point, all end-of-month imbalances with respect to scheduled quantities at the Receipt Point and calculate the percentage for such imbalances pursuant to Section 10.3(d).

(ii) Swing Allocations at a Receipt Point - For each Gas Day, each agreement scheduled at a Receipt Point will be allocated gas quantities from such Receipt Point equal to the scheduled quantities under the agreement. Additionally, the TSA identified as the "Swing TSA" for each Receipt Point will be allocated the difference between 1) the sum of the total daily quantities measured and 2) the total daily quantities scheduled to the Receipt Point under all rate schedules.

(A) Any TSA for service under Rate Schedules IT-1, FT-1, FT-2, FTH-V or FT-H, may be designated by the RP Operator at a Receipt Point as the Swing TSA.

10.6 Allocation of Receipt Quantities
(b) (ii) (continued)

(B) Should the RP Operator elect this methodology, the designated Swing TSA Shipper must authorize its TSA to be used no later than the last Business Day of the Month preceding the effective Month. Such election shall remain in place until changed by the Shipper or RP Operator for the first Day of the subsequent Month. If authorization from Shipper is not received by Transporter prior to the last Business Day of the Month preceding the effective Month, then the election will be denied and the provisions of Section 10.6(b)(i) shall apply.

(C) In the event daily gas quantities are not scheduled under the designated Swing TSA at a Receipt Point but gas quantities are scheduled under other TSA(s) at such point, the daily gas quantities will be allocated to the Swing TSA in accordance with this Section 10.6(b)(ii).

(D) Transporter shall allocate to the Swing TSA all end-of-month imbalances with respect to scheduled quantities at the Receipt Point and calculate the percentage for such imbalances pursuant to Section 10.3(d).

(E) For purposes of the SOC and COC penalty provisions in Critical Conditions under Section 11.1, for each Gas Day, the Safe Harbor Tolerance Quantities for the Swing TSA at the Receipt Point shall equal the higher of 1) the product of the applicable Safe Harbor Tolerance Percentage, multiplied by the sum of the total daily scheduled quantities under all TSAs under which gas is received at the Receipt Point, or 2) 2,000 dth.

(F) The Swing TSA Shipper will be invoiced any applicable SOC or COC penalties.

11. SYSTEM OPERATIONAL PARAMETERS

11.1 Strained and Critical Operating Condition Procedures

Daily Imbalance - For Receipt Points, the "daily imbalance quantity" is the difference between the daily scheduled quantity and the daily quantity measured at the Receipt Point (if such Receipt Point is not covered by an operational balancing agreement) for a Gas Day. For Delivery Points, "daily imbalance quantity" is the difference between the daily scheduled quantity and the daily quantity measured at a Delivery Point (if such Delivery Point is not covered by an operational balancing agreement) for a Gas Day. Any penalties or charges applicable to a daily imbalance quantity will be calculated as described later in this Section 11.1.

(a) A Strained Operating Condition ("SOC") notice may be issued when Transporter, using its reasonable judgment, determines operating conditions exist where its pipeline system integrity is threatened and/or service to other Shippers and/or Operators may be adversely affected, and minor variations in receipt and delivery quantities from scheduled levels can not be accommodated. Transporter will determine whether it will issue an SOC based on the operating status of the pipeline system using the following criteria: weather forecast, system conditions-linepack, projected pressures at monitored locations, facility status-horsepower utilization and availability, and Transporter's operational judgment. Examples of operating conditions which may result in a declaration of an SOC include: (1) when a system outage occurs; (2) when extreme weather conditions develop; (3) when linepack exceeds (above or below) operational tolerances; (4) when injections or withdrawals cause Washington Ranch to reach its maximum daily capabilities; or (5) an Operator has demonstrated a consistent pattern of flowing quantities that do not reasonably match scheduled quantities.

(i) Transporter's website will contain a notice identifying the probability of an SOC declaration. The posting will be reviewed each nomination cycle and updated, as applicable. Probability notices will not be posted during an SOC event.

(A) Should the hourly average for any hour of the Gas Day for total system linepack fall below 7,200 MMcf, a high probability condition will be triggered. Notification of the high probability for a system-wide SOC declaration will be automatically posted.

(ii) Without limitation of Transporter's exercise of its reasonable judgment to determine whether and the extent to which it will issue an SOC at any time, Transporter will either declare an SOC under the following circumstances or, if in the exercise of Transporter's reasonable judgment it does not declare an SOC under any of these circumstances, Transporter shall explain its reasons for not issuing an SOC by EBB posting within the next Business Day.

11.1 Strained and Critical Operating Condition Procedures

(a) (ii) (continued)

(A) when the average of six consecutive hours of the Gas Day for total system linepack falls below 7,000 MMcf and Washington Ranch is on maximum (operationally) available withdrawal;

(B) when the average of six consecutive hours of the Gas Day for total system linepack exceeds 8,200 MMcf and Washington Ranch is on maximum (operationally) available injection.

(iii) An SOC will be declared for a specific Shipper(s) and/or a specific location(s) if they can be identified, and a specific direction (i.e., Pack or Draft). If a specific shipper or location SOC is not appropriate, the SOC will be declared for the North System, the South System, or the entire system. Such notice will be provided using the notification procedures of Section 6.1(a)(xii) of the GT&C.

(iv) Notification of an SOC declaration shall include identification of linepack status and whether the SOC is a Pack SOC or a Draft SOC.

(A) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. undertakes from Transporter at a Delivery Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. overtakes from Transporter at a Delivery Point(s)).

(B) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. overdelivery into Transporter at a Receipt Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. underdelivery into Transporter at a Receipt Point(s)).

(v) When conditions threaten the operational integrity of the system, Transporter shall use reasonable efforts to resolve the situation causing the operational distress prior to declaring an SOC. Depending on the circumstances, Transporter may use any one or more of the following operational remedies:

(A) attempting to contact customers that are currently out of daily balance to coordinate adjustments to their scheduled quantities and actual flows;

(B) injecting or withdrawing from Washington Ranch, as permitted by operational limitations, to bring linepack into acceptable levels; and/or

11.1 Strained and Critical Operating Condition Procedures
(a) (v) (continued)

(C) operationally offsetting, to the extent possible, packs and drafts on the critical areas of Transporter's system to minimize impact on customers.

(vi) Transporter must declare an SOC before 12:00 p.m. (Mountain Clock Time) for such SOC to apply to the current Gas Day. Should Transporter declare an SOC after 12:00 p.m. (Mountain Clock Time), such SOC shall apply to the next Gas Day.

(vii) An SOC will remain in effect until Transporter, in its reasonable judgment, determines that such operating conditions no longer exist and notifies its Shippers that it is lifting the SOC or that a Critical Operating Condition has been declared. Such notice will be provided using the notification procedures of Section 6.1(a)(xii) of the GT&C.

(viii) When an SOC is in effect, Shipper(s) or Operator(s) in the SOC area are required to reduce daily imbalances at each scheduled Receipt Point or Delivery Point to the threshold level designated in Transporter's Notice of SOC. The threshold level will be determined solely by the operational judgment of Transporter based on the severity of the conditions necessitating the SOC.

(A) SOC Threshold

1. The SOC threshold can range from 4% to 10% of scheduled quantities at the scheduled Delivery Point or 2,000 dth, whichever is greater.

2. The SOC threshold can range from 4% to 10% of scheduled quantities at the scheduled Receipt Point or 2,000 dth, whichever is greater.

(B) For purposes of determining daily unauthorized overrun penalties, a Shipper's daily Safe Harbor Tolerance Quantities shall equal the greater of the posted SOC Safe Harbor Tolerance Percentage, pursuant to Section 11.1(e), multiplied by the TCD or 2,000 dth per Day. Such posted Safe Harbor Tolerance Percentage shall not be less than 4% or greater than 7%.

11.1 Strained and Critical Operating Condition Procedures
(a) (viii) (continued)

(C) For purposes of determining hourly scheduling penalties, a Shipper's hourly Safe Harbor Tolerance Quantities shall equal the greater of the posted SOC Safe Harbor Tolerance Percentage, pursuant to Section 11.1(e), multiplied by the Shipper's Hourly Scheduled Entitlement (plus any no-notice quantities, if applicable) or 100 dth per hour. Such posted Safe Harbor Tolerance Percentage shall not be less than 4% or greater than 10% and will be applicable to the specified SOC area pursuant to this Section 11.1(a).

(ix) During an SOC, an SOC Daily Imbalance Charge will be assessed to any Shipper in the SOC area whose daily imbalance quantity exceeds the threshold level stated in the Notice of SOC, unless reduced or eliminated pursuant to the provisions of Sections 11.1(a)(x), 11.1(a)(xi) or 11.1(a)(xii). Such charge will be determined by multiplying the daily imbalance quantity by the Critical Condition Rate, pursuant to Section 1.10A of the GT&C and the Statement of Rates. The calculation of the quantities not subject to penalty will be consistent with Section 10.5(b)(ii)(C)(1) and Section 10.6(b)(ii)(E) if the Shipper has elected the NAESB Swing method.

(A) Pursuant to the Statement of Rates, the SOC Daily Imbalance Rate shall be determined based on the lower of the applicable delivery variance quantity or the delivery variance percentage. The charge assessed shall be determined based on a factor of the Critical Condition rate pursuant to Section 1.10A of the GT&C.

(x) During an SOC, Shippers in an SOC area will have a catch-up nomination opportunity to resolve daily imbalances prior to the assessment of an SOC Daily Imbalance Charge. For each Gas Day ("Day 1") during which an SOC is in effect, Shippers in the SOC area will have the subsequent Gas Day ("Day 2") to reduce the previous Gas Day's daily imbalance to within the stated threshold level. For this nomination opportunity to reduce the otherwise applicable penalty, a Shipper's scheduled quantities, excluding the catch-up nomination(s) in the SOC area, may not cause a subsequent Day daily imbalance that is worse on a percentage basis, in the same direction, than its daily imbalance on the first Day of the SOC event.

11.1 Strained and Critical Operating Condition Procedures
(a) (x) (continued)

(A) Catch-up Nominations: Delivery Points

1. Shippers must submit a separately identified nomination to catch-up the Day 1 daily imbalance.

2. Such nomination must be to the same Delivery Point as the original nomination.

3. Such nomination will not be considered when evaluating a constraint at a Delivery Point.

4. System constraints or supply failures will not excuse Shipper's requirement to balance within the Day 1 threshold level on Day 2.

5. Any of a Shipper's Rate Schedule FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH and/or IT-1 TSAs may be used to submit a catch-up nomination.

(B) Catch-up Nominations: Receipt Points

1. Shippers must submit a separately identified nomination to catch-up the Day 1 daily imbalance.

2. Such nomination must be to the same Receipt Point as the original nomination.

3. System constraints or supply failures will not excuse Shipper's requirement to balance within the Day 1 threshold level on Day 2.

4. Any of a Shipper's Rate Schedule FT-1, FT-2, FTH-V, FT-H, NNTD, NNTH and/or IT-1 TSAs may be used to submit a catch-up nomination.

11.1 Strained and Critical Operating Condition Procedures

(a) (continued)

(xi) Netting

(A) Transporter will allow a Shipper to net Delivery Point imbalances that occurred during the SOC among the Shipper's various TSAs delivering to the affected SOC area subject to the following conditions:

1. Shipper attempted to resolve such Delivery Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and/or 2) requesting a Flow Day Diversion - Delivery pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the SOC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.

(B) Transporter will allow a Shipper to net Receipt Point imbalances that occurred during the SOC among the Shipper's various TSAs within the affected SOC area subject to the following conditions:

1. Shipper attempted to resolve such Receipt Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and/or 2) requesting a Flow Day Diversion – Receipt pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the SOC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.

(xii) Supply Failure

(A) Should a Draft SOC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the SOC declaration, any Shipper that generated a net pack daily imbalance within the declared SOC area and whose actions during the SOC are consistent with the condition described in Section 11.1(a)(xi)(A)(2) will have its Delivery Point imbalances netted within that SOC area for that Day.

11.1 Strained and Critical Operating Condition Procedures

(a) (xii) (continued)

(B) Should a Draft SOC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the SOC declaration, any Shipper that generated a net pack daily imbalance within the declared SOC area and whose actions during the SOC are consistent with the condition described in Section 11.1(a)(xi)(B)(2) will have its Receipt Point imbalances netted within that SOC area for that Day.

(b) If the system condition prompting the declaration of an SOC persists, Transporter, using its reasonable judgment, may declare a Critical Operating Condition ("COC").

(i) A COC will be declared for a specific Shipper(s) and/or a specific location(s) if they can be identified, and a specific direction (i.e., Pack or Draft). If a specific shipper or location COC is not appropriate, the COC will be declared for the North System, the South System, or the entire system. The Notice of COC will be issued using the notification procedures of Section 6.1(a)(xii) of the GT&C.

(ii) Declaration of a COC shall include identification of linepack status and whether the COC is a Pack COC or a Draft COC.

(A) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. undertakes from Transporter at a Delivery Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. overtakes from Transporter at a Delivery Point(s)).

(B) A "Pack" designation shall be applied to flow variances that exacerbate a high linepack condition (e.g. overdelivery into Transporter at a Receipt Point(s)). A "Draft" designation shall be applied to flow variances that exacerbate a low linepack condition (e.g. underdelivery into Transporter at a Receipt Point(s)).

(iii) A COC will remain in effect until Transporter, in its reasonable judgment, determines that such operating conditions no longer exist and notifies its Shippers that it is lifting the COC. Such Notice will be provided using the notification procedures of Section 6.1(a)(xii) of the GT&C.

11.1 Strained and Critical Operating Condition Procedures

(b) (continued)

(iv) Except as provided in Section 11.1(b)(v), Transporter must declare a COC before 12:00 p.m. (Mountain Clock Time) for such COC to apply to the current Gas Day. Should Transporter declare a COC after 12:00 p.m. (Mountain Clock Time), such COC shall apply to the next Gas Day. If a COC is declared, Shippers in the COC area must be in balance on the first Gas Day for which at least a four hour scheduling opportunity is available.

(v) In the event of an emergency situation where safety or the integrity of the segment, lateral or overall system is at immediate risk, Transporter may invoke a COC immediately without first declaring an SOC ("Emergency COC").

(vi) Netting

(A) Transporter will allow a Shipper to net Delivery Point daily imbalances that occurred during the COC among the Shipper's various TSAs delivering to the affected COC area subject to the following conditions:

1. Shipper attempted to resolve such daily Delivery Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and/or 2) requesting a Flow Day Diversion – Delivery pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the COC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.

(B) Transporter will allow a Shipper to net Receipt Point daily imbalances that occurred during the COC among the Shipper's various TSAs within the affected COC area subject to the following conditions:

1. Shipper attempted to resolve such daily Receipt Point imbalances by: 1) submitting corrective nominations which were subsequently confirmed in the intraday scheduling cycles and /or 2) requesting a Flow Day Diversion – Receipt pursuant to Section 6.5 of the GT&C, and

2. Transporter's review after the COC event indicates that such netting did not allow for a greater risk to have been placed on any other Shipper or to the integrity of Transporter's system.

11.1 Strained and Critical Operating Condition Procedures

(b) (continued)

(vii) Supply Failure

(A) Should a Draft COC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the COC declaration, any Shipper that generated a net pack daily imbalance within the declared COC area and whose actions during the COC are consistent with the condition described in Section 11.1(b)(vi)(A)(2) will have its Delivery Point imbalances netted within that COC area for that Day.

(B) Should a Draft COC be declared due entirely or in significant part to the failure of supplying Interconnects to make scheduled deliveries to Transporter (Transporter's system receipts fail) and if such supply failure is specifically noted in the COC declaration, any Shipper that generated a net pack daily imbalance within the declared COC area and whose actions during the COC are consistent with the condition described in Section 11.1(b)(vi)(B)(2) will have its Receipt Point imbalances netted within that COC area for that Day.

(viii) COC Daily Imbalance Charge

(A) During a COC, an COC Daily Imbalance Charge will be assessed to any Shipper in the COC area whose daily imbalance quantity at a Delivery Point is more than 3% of scheduled quantities or 2,000 dth, whichever is greater, unless reduced or eliminated pursuant to the provisions of Section 11.1(b)(vi) or 11.1(b)(vii). The calculation of the quantities not subject to penalty will be consistent with Section 10.5(b)(ii)(C)(1) and Section 10.6(b)(ii)(E) if the Shipper has elected the NAESB Swing method.

(B) During a COC, a COC Daily Imbalance Charge will be assessed to any Shipper in the COC area whose daily imbalance quantity at a Receipt Point is more than 3% of scheduled quantities or 2,000 dth, whichever is greater, unless reduced or eliminated pursuant to the provisions of Section 11.1(b)(vi) or 11.1(b)(vii).

(C) The COC Daily Imbalance Charge for the first Gas Day of an Emergency COC, as defined in Section 11.1(b)(v) above, will be determined by multiplying the daily imbalance quantity in excess of 3% of scheduled quantities or 2,000 dth, whichever is greater, by the Critical Condition Rate. Such charge for the subsequent Gas Day(s), if any, of an Emergency COC event will be determined by multiplying the total daily imbalance quantity by the Critical Condition Rate, as set forth in Section 1.10A of the GT&C.

11.1 Strained and Critical Operating Condition Procedures
(b) (viii) (continued)

(D) The COC Daily Imbalance Charge for a non-Emergency COC will be determined by multiplying the total daily imbalance quantity by the Critical Condition Rate.

(E) Pursuant to the Statement of Rates, the COC Daily Imbalance Charge shall be determined based on the applicable delivery variance quantity or the delivery variance percentage. The charge assessed shall be determined based on a factor of the Critical Condition Rate, pursuant to Section 1.10A of the GT&C.

(c) An SOC or COC Daily Imbalance Charge will not be billed to a Shipper within the SOC/COC area when the location of the Shipper's deliveries or receipts help relieve the SOC/COC under the following conditions:

(i) The direction of the Shipper's daily Delivery Point imbalance is a Pack when the SOC/COC notice is designated as a Draft; or

(ii) The direction of the Shipper's daily Delivery Point imbalance is a Draft when the SOC/COC notice is designated as a Pack.

(iii) The direction of the Shipper's daily Receipt Point imbalance is a Pack when the SOC/COC notice is designated as a Draft; or

(iv) The direction of the Shipper's daily Receipt Point imbalance is a Draft when the SOC/COC notice is designated as a Pack.

(d) Shippers may rely on the operational flow data posted by Transporter as to daily receipt and delivery quantities in taking corrective actions to manage daily imbalances. If Shipper relied upon posted flow data and Shipper took actions to address a daily imbalance based upon such data, such reliance will not cause an SOC or COC Daily Imbalance Charge to be assessed. Transporter will review the accuracy of all daily imbalance quantities posted based on such operational flow data. The SOC and COC Daily Imbalance Charge quantity will be based on the lesser of the daily imbalance calculated pursuant to that operational flow data or the actual measured quantity as reported at the end of the Month.

11.1 Strained and Critical Operating Condition Procedures (continued)

(e) Transporter shall provide, as soon as available, SOC/COC Information.

(i) Preliminary Notifications and Follow-up Reports. Transporter will post on its EBB a Notice of SOC/COC containing the following provisions:

(A) time and date of issuance;

(B) Gas Day and time that the SOC/COC is considered to be effective;

(C) affected areas/parties;

(D) the applicable threshold level pursuant to Section 11.1(a)(viii), whether the problem is related to a Pack or Draft of the system and the status of linepack (i.e., high linepack or low linepack) pursuant to Sections 11.1(a) and 11.1(b);

(E) status of the applicable operational variables described above in Section 11.1(a) causing the SOC/COC;

(F) required actions to remedy the operational condition necessitating the SOC/COC;

(G) any other terms Transporter may reasonably require to ensure the effectiveness of the SOC/COC; and

(H) Threshold percentage for application of SOC or COC Daily Imbalance Charges.

(ii) After the SOC or COC is lifted, Transporter will post on the EBB a review of the event requiring the issuance of the SOC/COC and the actions that were taken to resolve the SOC/COC event. This review will include, but not be limited to:

(A) duration of SOC/COC;

(B) areas/parties affected by the SOC/COC;

(C) applicable operating conditions including, but not limited to, Washington Ranch withdrawals/injections and inventory levels;

(D) actions taken by Transporter and known to be taken by Shippers that remedied the event requiring the issuance of the SOC/COC.

11.1 Strained and Critical Operating Condition Procedures (continued)

(f) Transporter may use Flow Control pursuant to the conditions and application set forth in Section 11.2 of the GT&C.

(g) Nothing in this Section 11.1 is intended to supersede provisions of operational balancing agreements ("OBAs") at meters where Transporter is required to have an OBA, i.e., interstate pipelines and applicable intrastate pipelines or foreign pipelines that are the functional equivalent of an interstate or intrastate pipeline.

(h) If an SOC or COC has been declared or a warning of an impending SOC or COC has been issued in a specified direction (i.e., Pack or Draft), any hourly scheduling penalty or daily unauthorized overrun penalty assessed for actions in the opposite direction in the affected area will be billed at the non-Critical Condition rate during the SOC or COC, whether or not Transporter requested the Shipper to go out of balance in that direction, pursuant to Section 2.8 of Rate Schedule FT-1, Section 2.6 of Rate Schedule FT-2, Section 3.5 of Rate Schedule FTH-V, Section 3.6 of Rate Schedule FT-H, Section 3.7 of Rate Schedule NNTD and/or Section 3.7 of Rate Schedule NNTH.

(i) COC Safe Harbor Tolerance Quantities.

(i) For purposes of determining daily unauthorized overrun penalties during a COC, a Shipper's daily Safe Harbor Tolerance Quantities shall equal the greater of 3% multiplied by the TCD or 2,000 dth per Day.

(ii) For purposes of determining hourly scheduling penalties during a COC, a Shipper's hourly Safe Harbor Tolerance Quantities shall equal the greater of 3% multiplied by the Shipper's Hourly Scheduled Entitlement (plus any no-notice quantities, if applicable) or 100 dth per hour and will be applicable to the specified COC area pursuant to Section 11.1(b).

(j) If in Transporter's reasonable judgment its error (e.g., computer system failure or data integrity discrepancy) causes Shipper to experience an SOC or COC Daily Imbalance Charge, such charge will not be assessed.

11.2 Flow Control Equipment

Transporter has the right to install and/or use remote or manual flow control equipment ("Flow Control") to preserve the operational safety and reliability of its system. Transporter's use of Flow Control is subject to the following provisions.

(a) Pursuant to the provisions set forth in this Section 11.2(a), Transporter may exercise, using reasonable judgment and in a not unduly discriminatory manner, Flow Control to restrict or temporarily suspend the flow of gas into or out of its system.

(i) The use of Flow Control shall be on a specific Operator and/or location basis.

(ii) Except as otherwise provided in Section 11.2(a)(iv), prior to invoking Flow Control, Transporter shall provide at least eight hours advance notice to the affected Operator(s) by phone and email.

(iii) Except as otherwise provided in Section 11.2(a)(iv), Flow Control will be exercised consistent with Transporter's service obligations under its rate schedules and will not be used at the following locations:

(A) A location which is included in a pre-determined allocation methodology elected by an Operator (i.e., a location subject to penalty assessment pursuant to the hourly scheduling penalty provisions of Section 14.1 of the GT&C, the MDO/MHO Violation provisions of Section 4 of Rate Schedule OPAS (if applicable), and/or the SOC/COC Daily Imbalance Charge provisions of Section 11.1 of the GT&C).

(B) A location that is being operated within the parameters of an executed operational balancing agreement.

(iv) Transporter may exercise Flow Control under the following circumstances, notwithstanding anything in this Section 11.2 (but shall provide as much advance notice as reasonably possible):

(A) At the location(s) in the declared COC area, Transporter will provide at least one hour advance notice by phone and email to the affected Operator(s);

(B) When immediate shut-in of non-conforming gas (non-conforming gas is delineated by Section 3 of the GT&C) is necessary to preserve the safety or the integrity of the location, segment, lateral, or overall system. Natural gas that is subject to, and meets the requirements of Section 3.2 or 3.6 is not considered to be non-conforming gas for purposes of this Section 11.2(a);

11.2 Flow Control Equipment
(a) (iv) (continued)

(C) In an emergency situation where safety or the integrity of the location, segment, lateral, or overall system is at immediate risk and necessitates immediate shut-in of facilities; or

(D) When Transporter and Operator mutually agree to the use of Flow Control.

(b) In the event remote-controlled flow control equipment has not been installed by Transporter at a certain point and Transporter has repeatedly issued notice of intent to use flow control equipment manually or has repeatedly declared location-specific COCs at such point, Transporter may install, using reasonable judgment in a not-unduly discriminatory manner, at Operator's expense remote-controlled flow control equipment at such point to promote safety and reliability. Such payment requirement shall reflect Transporter's reasonable judgment.

(i) For purposes of this Section 11.2(b), "repeatedly" shall be deemed to be three notifications of intent to use Flow Control within a twelve-month period or three location-specific COC declarations within a twelve-month period.

(c) Transporter will not be held liable for any special, indirect, consequential, incidental or punitive damages to Operator resulting from Transporter's use of Flow Control that meets the requirements of this Section 11.2 except to the extent of gross negligence or willful misconduct of Transporter.

11.3 Force Majeure

(a) A force majeure event shall mean unplanned or unanticipated events or circumstances that are not within the control of the party claiming suspension of its obligation and which such party could not have avoided through the exercise of reasonable diligence. A force majeure event includes, without limitation, acts of God, including fires, explosions, earthquakes or volcanic eruptions, storms, floods, and washouts; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, Indian, state or local, civil or military; acts of a public enemy; wars and civil disturbances; strikes, lockouts or other industrial disturbances; failure of any third parties necessary to the performance by either Transporter or Shipper under the Executed TSA, breakage or accident to machinery or lines of pipe; the necessity for making repairs or alterations to machinery or lines of pipe due to an unplanned event; freezing of wells or pipelines; the necessity for testing (as required by governmental authority); inability to obtain necessary materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Tariff; inability to obtain rights of way; and any other causes that are not reasonably in the control of the party claiming suspension.

(b) A force majeure event shall include shutdowns for purposes of necessary repairs, relocations, or construction of facilities associated with any of the events described in Section 11.3(a) above. Transporter shall exercise reasonable diligence to schedule maintenance so as to minimize or avoid service interruptions.

(c) If, because of a force majeure event, either Transporter or Shipper is rendered unable, wholly or in part, to perform its obligations under a TSA, and if such party gives notice of such event within a reasonable period of time and provides full particulars of the event in writing or by electronic communication (other than telephone), nonperformance of the party giving such notice shall be excused during the continuance of such event and to the extent its performance is affected by such event. The party claiming force majeure shall use due diligence to remedy its nonperformance with all reasonable dispatch, including the making of provision for such alternate performance as may be economical and practical.

(d) No force majeure event affecting the performance by Transporter or Shipper shall relieve such party of liability in the event of its concurring negligence, where such negligence was a cause of the force majeure event, or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch. Nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments due.

12. BILLING AND PAYMENT

12.1 Billing. On or before the ninth Business Day of each Month Transporter shall render to Shipper an invoice evidencing the bill for services rendered to Shipper under the Executed TSA during the preceding Month. When Shipper is in control of information required by Transporter to prepare invoices, Shipper shall cause such information to be received by Transporter on or before the fifth Business Day of the Month immediately following the Month to which the information applies.

(a) Invoices shall be deemed rendered when Transporter posts notification on its EBB that invoices are approved or final, unless the Shipper has elected to have invoices rendered via U.S. mail. If the Shipper elects to have invoices rendered via U.S. mail, then Shipper's invoice shall be deemed rendered if Transporter places such invoice in the U.S. mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable TSA.

(b) A Shipper may request a complimentary e-mail notification provided that it is the Shipper's responsibility to maintain current e-mail information on Transporter's EBB to ensure delivery.

(c) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the Month to be effective for the next billing cycle.

12.2 Payment. Payment to Transporter for services rendered during the preceding Month shall be due ten Days from the date the invoice for such service was issued by Transporter and shall be paid by Shipper on or before such due date. Unless otherwise agreed, Shipper shall pay Transporter in immediately available funds. Shipper shall cause payment to be actually received by (or on behalf of) Transporter at a depository designated by Transporter. When the due date falls on a Day that the designated depository is not open in the normal course of business to receive Shipper's payment, Shipper shall cause such payment to be actually received by Transporter on or before the first Business Day on which the designated depository is open after such due date. The address of the designated depository shall be set forth on each invoice presented to Shipper.

12.3 Failure to Pay Bills. Should Shipper fail to pay all of the amount of any bill for gas delivered under the Executed TSA when such amount is due, as herein provided, Shipper shall pay Transporter interest on the unpaid balance that shall accrue on each Day beginning on the Day such payment was due at a rate of interest equal to, and compounded in accordance with, the provisions of 18 CFR Section 154.501(d). Shipper shall submit supporting documentation and Transporter shall apply payment per the supporting documentation supplied by Shipper. If payment differs from the amount invoiced, Shipper shall provide remittance detail with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date (NAESB WGQ Standard 3.3.17). However, unless Shipper provides documentation specifying otherwise, if either principal or interest are due, any payments thereafter received shall first be applied to the interest due, then to the previously outstanding principal due and, lastly, to the most current principal due. Shipper shall not be required to pay interest of less than $10.

12.4 Termination of Service. Subject to requirements of regulatory bodies having jurisdiction and without prejudice to any other rights and remedies available to Transporter under the law and the Executed TSA, Transporter shall have the right to terminate transportation service using the following notification procedures without obtaining additional prior approval from the Commission if any amount billed to Shipper remains unpaid for more than thirty (30) Days after the due date thereof. If the defaulting Shipper has released a portion of its capacity, then Transporter shall also comply with the requirements of Section 9.23.

(a) First Notice: On or about ten Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper and to the FERC that service may be terminated in 30 Days unless payment is received;

(b) Second Notice: On or about 20 Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper that service may be terminated in 20 Days unless payment is received;

(c) Final Notice: On or about 30 Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper that service will be terminated unless payment is received within ten Days.

12.5 In the event of a bona fide dispute between the parties concerning the amount of an invoice submitted to a Shipper, Transporter shall not terminate transportation service under the notification procedure outlined above when Shipper acts in a timely manner to provide additional information and security for Transporter in accordance with the following procedures.

12.5 (continued)

(a) Identify Dispute: Within fifteen (15) Days after the due date of any payment, Shipper shall notify Transporter by written correspondence of the amount billed that is in bona fide dispute and of all reasons and supporting statements as to why Shipper believes full payment is not now appropriate; and

(b) Payment Security: Within thirty (30) Days after the due date of any payment, Shipper shall either pay in full the total amount billed without prejudice to Shipper's rights to dispute all or part of said amount and subject to return by Transporter of funds paid which are part of the disputed amount so identified, with interest calculated in accordance with Section 12.3 of the GT&C, after resolution of that dispute in favor of Shipper, or pay the undisputed portion of the amount billed in full and furnish documentation identifying the basis for the dispute. Shipper shall furnish good and sufficient payment security, acceptable to Transporter, of all amounts ultimately found due after resolution of the dispute, including the amount now in dispute plus the estimated interest calculated in accordance with Section 12.3 of the GT&C that accrues until resolution of the dispute, which may be reached either by agreement or judgment of a court of competent jurisdiction; provided, however, neither Transporter nor Shipper shall calculate or pay interest on any billed amounts of less than $10,000. If resolution of the dispute is in favor of Shipper and the Shipper furnished a surety bond instead of paying the disputed amount, then Transporter shall refund to Shipper the costs incurred in securing that surety bond for this dispute. This section does not apply to ordinary adjustments of overcharges and undercharges in accordance with Section 12.6 of the GT&C.

12.6 Adjustment of Overcharge and Undercharge. If it shall be found that at any time or times, within the time limits of Section 12.7 of the GT&C, Shipper has been overcharged or undercharged in any form whatsoever under the provisions hereof as a result of an error in billing for which Transporter is solely responsible and Shipper shall have actually paid the bill containing such overcharge or undercharge, then, unless mutually agreed otherwise, within thirty (30) Days after the final determination thereof, and except where otherwise required by statute, rule, regulation or order, Transporter shall refund the amount of any such overcharge, with interest thereon at the then effective rate computed in the same manner as set forth in Section 12.3 of the GT&C, and Shipper shall pay the amount of any such undercharge, with interest thereon at the then effective rate computed in the same manner as set forth in Section 12.3 of the GT&C.

12.7 Adjustment of Errors. In the event an error is discovered in any invoice that Transporter renders, such error shall be adjusted within thirty (30) Days of the determination thereof provided that any claim for prior period adjustment must be made within six Months from the date of the initial transportation invoice with a three Month rebuttal period, except in the case of deliberate omission or misrepresentation or mutual mistake of fact.

12.8 Prepayment of Reservation Charges. Upon mutual agreement between Transporter and a firm Shipper and in a not unduly discriminatory manner, Shipper may, at any time, prepay a portion of or all of the applicable reservation charge(s) and reservation surcharge(s) under its TSA. Transporter shall remit to Shipper interest, calculated pursuant to 18 C.F.R. Section 154.501(d)(1), on such prepayment amount from the date prepayment is received by Transporter until the end of each Month that service under the applicable TSA(s) is rendered and a prepayment amount remains. Transporter shall remit interest to Shipper on the unused portion of the prepayment amount until such amount is depleted. Transporter will calculate the interest amount on the applicable remaining portion of the prepayment amount at the end of each Month and will remit to Shipper a prepayment interest credit for such amount in the next invoice issued.

(a) If Shipper prepays the reservation charge(s) and reservation surcharge(s) and the TSA is subsequently terminated in accordance with terms set forth in the TSA, Transporter shall refund to Shipper that portion of any prepayment which applies to the period subsequent to the termination plus interest on such prepayment amount.

(b) Shippers remitting prepayment amounts to Transporter pursuant to Section 4.16 of the GT&C shall not be eligible to receive interest provided for by this Section 12.8.

13. FUEL AND L&U

13.1 Fuel and L&U consist of compressor station fuel and fuel for other utility purposes, including but not limited to line losses and other unaccounted-for gas in the operation of Transporter's pipeline system. Fuel and L&U shall be furnished in-kind by Shippers at each applicable Receipt Point.

13.2 The Fuel and L&U Percentages shall be stated on the Statement of Rates and shall apply to those Rate Schedules requiring assessment of Fuel and L&U.

(a) All transactions regardless of type will be assessed a Fuel and/or L&U charge.

(b) Fuel will be assessed on each segment where Fuel is actually consumed.

13.3 The Fuel and L&U Percentages shall be recomputed annually using the procedures described in this section.

(a) Transporter shall file the proposed Fuel and L&U percentages to become effective on January 1 of each calendar year after appropriate FERC review and notice.

(i) For the Fuel and L&U percentages to be effective January 1, 2006, the data collection period used to establish the percentages will be the 12 months ending March 31, 2005.

(ii) For the Fuel and L&U Percentages to be effective January 1, 2007, the data collection period used to establish the percentages will be the 18 Months ending the previous September 30, 2006. Commencing on January 1, 2008 and for each year after that, the data collection period will be the 12 Months ending the previous September 30 except with regard to the Fuel and L&U Requirement Adjustments data collection periods described below.

(1) For the Fuel and L&U Requirement Adjustments ("Adjustment") described in Section 13.6, the data collection period will commence with January 1, 2006 production through September 30, 2006 for the percentages to be effective January 1, 2007. For each year after that, the Adjustment data collection period will be the 12 Months ending the previous September 30.

(b) Information related to the purchase and sale of gas for Fuel shall be included in Transporter's annual Fuel and L&U Filing. Such information shall include: (i) the source of the gas purchased/sold, (ii) the date(s) of such purchase/sale, (iii) the gas quantities, (iv) the purchase/sale price, (v) the costs and revenues from the purchase/sale, and (vi) the disposition of the associated costs and revenues.

13.4 Fuel charges will be separated into the following defined categories: Mainline Fuel, Production Area Fuel, Permian to Anadarko Fuel, Interruptible Storage Service Fuel, and Willcox Lateral Incremental Fuel. Any quantities physically transported on the system and related Fuel shall be considered mainline quantities and Mainline Fuel unless they fall into one of the following categories.

(a) Production Area Fuel - Fuel charges will be assessed on quantities physically transported where the receipts and deliveries occur within one supply basin (e.g. Anadarko, Permian, or San Juan). The quantities and related Fuel attributable to Production Area transportation shall be deducted from the total mainline quantities and related mainline Fuel for purposes of this section.

(b) Permian - Anadarko Fuel - Fuel charges will be assessed on quantities physically transported between the Permian Basin and the Anadarko Basin. The quantities and related Fuel consumed in providing this service shall be deducted from the total mainline quantities and related mainline Fuel so long as those stations are moving gas north/east and/or south/west from Plains Station.

(c) Interruptible Storage Service Fuel - Fuel will be assessed on quantities of gas injected into Washington Ranch related to storing gas for Shippers using this service. A description of this fuel component is found in Section 13.5.

(d) For transportation services where no Fuel is consumed, Fuel will not be assessed and such transportation quantities shall not be included in the calculation of mainline quantities when the entire transportation service is provided using the no-Fuel segments identified below. However, Shippers using these segments will be subject to Transporter's applicable L&U charges.

(i) Topock to Franconia Junction
(ii) Franconia Junction to Ash Fork
(iii) Ash Fork to Valve City
(iv) Ehrenberg to Wenden
(v) Wenden to Franconia Junction
(vi) North Phoenix to Ash Fork
(vii) Valve City to Ignacio (except Blanco and Rio Vista receipts)
(viii) Casa Grande to Cornudas
(ix) Virtual Area routes:
  (A) Pecos River to Keystone
  (B) Keystone to Goldsmith
  (C) Waha to Terrell
  (D) Goldsmith to Ector

13.4 (d) (continued)

(x) Transactions where the Receipt and Delivery point are in the same plant or meter yard and do not require compression (example: PG&E Topock to SOCAL Topock).

(xi) Transactions nominated between the EPLAT Receipt Point and Line No. 20121 Delivery Points.

(xii) Transactions nominated from the Big Blue Interconnect to points located on Line Nos. 1192, 1193 and 1194, collectively referred to as the Nichols Lateral.

(e) Transporter shall not assess or collect a fuel reimbursement from a Shipper when the entire transportation service is provided using the DAGMOJ to Ehrenberg segment using Line 1903 since Fuel is not consumed. However, Shippers using this segment will be subject to the applicable EPNG and Mojave L&U charges.

(f) Reserved

(g) Transporter may designate the transportation routes below as short-term no-fuel routes by posting such designations on Transporter's EBB. Transporter shall not assess fuel on quantities of gas where the entire transportation service for those quantities is provided using a short-term no-fuel segment posted on the EBB. However, Shippers using these segments will be subject to Transporter's applicable L&U charges.

(i) Plains and Canute
(ii) Wenden and Casa Grande
(iii) Plains to Valve City
(iv) Cornudas to Pecos River (by way of Guadalupe)
(v) Wink to Keystone
(vi) Cornudas to Waha

Shipper may request Transporter to conduct a fuel-use review of any route. Any changes to a short-term no-fuel path will be posted to the EBB at least three business days prior to the beginning of the month. Short-term no-fuel designations will be identified and described in Transporter's annual fuel tracker filings.

(h) Willcox Lateral Incremental Fuel – Fuel will be assessed on quantities of gas utilizing Transporter's Willcox Lateral pursuant to the provisions of Part II: Statement of Rates, Section 3 – Fuel and L&U Rates. Willcox Lateral firm TSAs that were executed and service associated with such TSAs which began prior to the issuance of a certificate order for the Willcox Lateral 2013 Expansion Project (in Docket No. CP12-6-000) are exempt from this Fuel charge.

13.5 Interruptible Storage Service Fuel

(a) Fuel charges related to Interruptible Storage Service, Rate Schedule ISS Fuel ("ISS Fuel"), shall be calculated using the share of Washington Ranch compression and dehydration fuel related to storing the interruptible quantities for Shippers under this service and will be deducted from the calculation of total mainline Fuel.

(b) ISS Fuel will only be charged on injection quantities for this service.

(c) Shippers electing to use ISS will be assessed separately for the applicable transportation Fuel and the L&U percentages for transportation service to Washington Ranch. When ISS gas is withdrawn from Washington Ranch and introduced into the transmission system, it will be recognized as a separate transaction and will be assessed the applicable transportation Fuel and L&U percentages.

13.6 Derivation of Fuel and L&U Percentages

(a) The Mainline Fuel Percentage shall be equal to the sum of the Mainline Fuel Requirement, the Mainline Fuel Requirement Adjustment and the share of Washington Ranch compression and dehydration fuel ("WRf") related to the provision of system flexibility for transmission service (numerator) divided by the projected mainline receipt quantities related to the anticipated transportation service for Mainline Transportation during the upcoming period (denominator).

$$\text{Fuel charge} = \frac{\text{Mainline Fuel Requirement + Mainline Fuel Requirement Adjustment + WRf (only used in mainline Fuel calculation)}}{\text{Projected mainline receipt quantities related to the anticipated transportation service for mainline transportation}}$$

(i) The Mainline Fuel Requirement shall be the quantity of gas used by Transporter during the applicable data collection period that is required to support Mainline Transportation under all applicable Rate Schedules during the upcoming period. Transportation service involving transactions that do not involve the assessment of Fuel, as well as transactions charged based on actual Fuel used, will be adjusted to reflect the actual quantities collected.

(ii) The Mainline Fuel Requirement Adjustment shall be the quantity of gas which is the difference between: (i) the actual quantities of mainline Fuel experienced by Transporter during the applicable data collection period and (ii) the quantities of mainline gas retained for Fuel by Transporter during that period.

13.6 (a) (continued)

(iii) The Mainline Receipt Quantities shall be the quantity of gas moved during the applicable data collection period that is required to support mainline transportation service under all applicable Rate Schedules during the upcoming period.

(b) The three Production Area Fuel Percentages (Anadarko, Permian, and San Juan) shall be calculated in the same manner as the Mainline Fuel Percentage, using the data described in Sections 13.4(a) and 13.6 in place of mainline data.

(c) The Permian - Anadarko Transportation Fuel Percentage shall be calculated in the same manner as the Mainline Fuel Percentage, using the data described in Sections 13.4(b) and 13.6 in place of mainline data.

(d) The ISS Fuel Percentage shall be calculated in the same manner as the mainline Fuel percentage, using the data described in Sections 13.5 and 13.6 in place of mainline data.

(e) The Willcox Lateral Incremental Fuel percentage shall be calculated using the same methodology used to calculate Transporter's mainline Fuel percentage. However, Transporter will use the data described below in place of mainline data.

(i) Fuel charges related to the Willcox Lateral shall be calculated using fuel consumed at Transporter's Willcox Compressor Station located in Cochise County, Arizona. The fuel consumed at this station will not be included in the calculation of total mainline Fuel.

(f) The derivation of the Fuel percentages described above shall include the fuel quantity attributable to electric compression facilities, if any. Electric fuel costs shall be converted to an equivalent quantity of gas by dividing Transporter's actual electric expenses during the data collection period by the Monthly System Cash Out Index Price for the appropriate Month. This quantity of gas shall be included in the category; mainline, Production Area, Permian - Anadarko, ISS Fuel or Willcox Lateral Incremental Fuel, where the electric expenses occurred.

(g) The L&U Percentage shall be calculated in the same manner as the mainline Fuel percentage using L&U data in place of mainline data.

14. PENALTIES

14.1 The penalty provisions found in this Section 14.1 shall be applicable to Rate Schedules FT-1, FT-2, FTH-V, FT-H, NNTH, NNTD and IT-1 as described below.

(a) Shipper shall pay only one penalty/charge when Shipper's actions result in hourly scheduling penalties, daily unauthorized overrun penalties, and/or Critical Condition charges. Shipper shall pay the highest of the hourly scheduling penalty pursuant to this Section 14.1, the daily unauthorized overrun penalty pursuant to the applicable rate schedule, or the Critical Condition charge pursuant to Section 11.1 of the GT&C.

(i) Shipper's invoice(s) shall not include assessment for a charge or penalty of less than two hundred dollars ($200).

(b) Hourly Scheduling Penalty

(i) Shipper shall pay an hourly scheduling penalty in each hour when Shipper's Hourly Scheduling Penalty Quantity exceeds the sum of: 1) the applicable Safe Harbor Tolerance Quantities specified in Section 14.1(b)(ii), and 2) any Rate Schedule IHSW quantities, if applicable, at a Delivery Point. In any such hour, Shipper shall pay an amount obtained by multiplying the hourly scheduling penalty rate set forth on the Statement of Rates by the Hourly Scheduling Penalty Quantity less: 1) the applicable Safe Harbor Tolerance Quantities specified in Section 14.1(b)(ii), and 2) any Rate Schedule IHSW quantities, if applicable.

(ii) In non-Critical Conditions, Shipper is entitled to the hourly Safe Harbor Tolerance Quantities equal to the greater of 13% of Shipper's Hourly Scheduled Entitlement at the Delivery Point or 200 dth per hour. In Critical Conditions, Shipper is entitled to hourly Safe Harbor Tolerance Quantities as determined and applied pursuant to Sections 11.1(a)(viii)(C) and 11.1(i).

(iii) For purposes of the allocation of delivery quantities, hourly scheduling penalties shall be treated in accordance with Section 10.5.

14.2 Crediting of Penalties

(a) SOC and COC Daily Imbalance Charges. Should Transporter collect SOC or COC Daily Imbalance Charges pursuant to Section 11.1 of the GT&C, Transporter shall credit the collected charges to all non-offending transportation Shippers by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service if a Shipper would have incurred a daily unauthorized overrun penalty if not for being billed an SOC or COC Daily Imbalance Charge pursuant to the computations supporting the higher-of-test of footnote 7 contained on the Statement of Rates. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on an eligible Shipper's transportation service reservation and usage revenues paid each Month. A monthly credit will not be provided to a Shipper that incurred a SOC and/or COC penalty during a Critical Condition in that Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(b) Retained Gas Crediting. In the event gas is retained pursuant to Rate Schedule PAL, Rate Schedule ISS, Rate Schedule FDBS, or Section 10.6(a)(ii)(A) of the GT&C, the value of such gas, less Transporter's costs, shall be credited annually to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. The retained gas value will be determined by multiplying the quantity (dth) of the gas retained by the Monthly System Cash Out Index Price posted monthly on Transporter's EBB for the Month in which gas was retained.

(c) Acquired Gas Crediting. In the event Shipper is required to pay for gas that Shipper fails to redeliver to Transporter pursuant to Rate Schedule PAL, the value of such gas, net of Transporter's replacement gas costs, shall be credited annually to all firm and interruptible Shippers by invoice credit, if available, if not, then by check.

(d) Daily Unauthorized Overrun Penalties.

(i) Non-Critical Condition daily unauthorized overrun penalties shall be credited to all firm Shippers that deliver gas to a Delivery Point(s) not governed by an operational balancing agreement ("OBA") during non-Critical Condition periods. Such penalty revenues shall be credited in proportion to the reservation and usage revenues generated from the quantities delivered to such non-OBA points during non-Critical Condition periods. Should Transporter collect non-Critical Condition daily unauthorized overrun penalties, Transporter shall first retain an amount equal to the daily unauthorized overrun quantity times the 100% load factor rate for the applicable rate schedule(s) to reflect the service provided and

14.2 Crediting of Penalties

(d) (continued)

then shall credit the residual penalty amounts to all applicable firm Shippers described above by invoice credit, if available, if not, then by check. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(ii) Should Transporter collect Critical Condition daily unauthorized overrun penalties, Transporter shall first retain an amount equal to the daily unauthorized overrun quantity times the 100 percent load factor rate for the applicable rate schedule(s) to reflect the service provided and then shall credit the residual penalty amounts to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. A monthly credit will not be provided to a Shipper that incurred a penalty during a Critical Condition in that Month. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(e) Hourly Scheduling Penalty.

(i) Non-Critical Condition hourly scheduling penalties shall be credited to all firm and interruptible Shippers that deliver gas to a Delivery Point(s) not governed by an OBA during non-Critical Condition periods. Such penalty revenues shall be credited in proportion to the reservation and usage revenues generated from the quantities delivered to such non-OBA points during non-Critical Condition periods. Should Transporter collect non-Critical Condition hourly scheduling penalties, Transporter shall credit the collected penalties to all applicable firm and interruptible Shippers described above by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service if a Shipper would have incurred a daily unauthorized overrun penalty if not for being billed an hourly scheduling penalty pursuant to the higher-of-test of footnote 7 contained on the Statement of Rates. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computation supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

14.2 Crediting of Penalties
(e) (continued)

(ii) Should Transporter collect Critical Condition hourly scheduling penalties, Transporter shall credit the collected penalties to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service if a Shipper would have incurred a daily unauthorized overrun penalty if not for being billed an hourly scheduling penalty pursuant to the higher-of-test of footnote 7 contained on the Statement of Rates. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computation supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(f) MDO/MHO Violation Penalties.

(i) Non-Critical Condition MDO/MHO violation penalties shall be credited to all firm and interruptible Shippers that deliver gas to a Delivery Point(s) not governed by an OBA during non-Critical Condition periods. Such penalty revenues shall be credited in proportion to the reservation and usage revenues generated from the quantities delivered to such non-OBA points during non-Critical Condition periods. Should Transporter collect non-Critical Condition MDO/MHO violation penalties pursuant to Rate Schedule OPAS, Transporter shall credit the collected penalties to all applicable firm and interruptible Shippers described above by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service where the DP Operator and the Shipper are the same and where a Shipper would have incurred a daily unauthorized overrun penalty if the DP Operator had not been billed an MDO/MHO violation penalty pursuant to the higher-of-test requirement of Section 4.4 of Rate Schedule OPAS. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable transportation rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computations supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

14.2 Crediting of Penalties
(f) (continued)

(ii) Should Transporter collect Critical Condition MDO/MHO violation penalties pursuant to Rate Schedule OPAS, Transporter shall credit the collected penalties to all firm and interruptible Shippers by invoice credit, if available, if not, then by check. However, Transporter will first retain certain amounts for service where the DP Operator and the Shipper are the same and where a Shipper would have incurred a daily unauthorized overrun penalty if the DP Operator had not been billed an MDO/MHO violation penalty pursuant to the higher-of-test requirement of Section 4.4 of Rate Schedule OPAS. The amount to be retained shall be equal to the applicable 100% load factor rate for the applicable transportation rate schedule multiplied by the daily unauthorized overrun penalty quantities that were compared under the computations supporting the higher-of-test. Credits to Shippers shall be made on a pro rata basis, based on a Shipper's transportation service reservation and usage revenues paid each Month. The sum of the monthly credits for a calendar year shall be made annually no later than the March statement subsequent to the end of the annual period.

(g) If Transporter buys gas quantities to maintain system linepack as a result of imbalances owed to Transporter, the difference between the cost of gas based on the Monthly Cash-Out Index Price (i) when the imbalances occurred and (ii) when Transporter bought gas to maintain linepack shall be included in the determination of the credit amounts pursuant to Sections 14.2(a) through 14.2(f), unless otherwise accounted for in Transporter's Fuel mechanism pursuant to Section 13.

(h) Transporter will calculate and credit to Shippers as appropriate, interest on monies collected pursuant to Sections 14.2(a) through 14.2(f). Such interest will be calculated in accordance with Section 154.501(d) of the Commission's Regulations.

(i) After collection of the additional reservation charge from an Emergency Shipper pursuant to the provisions of Section 6.2(a)(vii) of the GT&C, Transporter will credit said additional charges actually collected from the Emergency Shipper to those firm Shippers that received less than their capacity scheduled for that Day. Such credit shall be made annually on a pro rata basis based upon the quantity of scheduled capacity which a Shipper did not receive divided by the sum of all such quantities for all such Shippers. This provision does not limit the rights of a firm Shipper whose capacity was allocated to the Emergency Shipper from seeking damages from that Shipper, where appropriate.

(j) Transporter will file a penalty crediting report annually at FERC.

15. Reserved

16. RESERVATION CHARGE CREDIT

Transporter shall provide reservation charge credits to Rate Schedules FT-1, FTH-V, FT-H, FDBS, NNTD and NNTH Shippers when it is unable to schedule such Shippers' nominated and confirmed quantities on a firm daily basis, subject to the following conditions:

16.1 Reservation charge credits shall not be applicable:

(a) When a Shipper:

(i) fails to properly nominate or confirm pursuant to the scheduling timeline of Section 6.1 of the GT&C and the other scheduling provisions of the Tariff,

(ii) underdelivers gas to Transporter and adversely affects system integrity pursuant to Section 6.3 of the GT&C,

(iii) fails to deliver gas that conforms to the quality specifications detailed in Section 3 of the GT&C, or

(iv) does not comply with Critical Operating Condition requirements pursuant to Section 11.1(b).

(b) To quantities in excess of Shipper's TCD under its firm TSA, to quantities in excess of the Path Quantity or contractual MRQ specified at a particular Receipt Point or contractual MDQ specified at a particular Delivery Point or when the Operator exceeds the maximum MDO under an OPASA covering the Delivery Point; and

(c) To a primary firm Shipper that is unable to schedule at a Receipt or Delivery Point or mainline Segment due to the point or Segment being scheduled by an alternate firm Shipper that was properly scheduled in an earlier nomination cycle that is not eligible to be reduced (bumped) in the current cycle; and

(d) To transactions using point or path rights scheduled as Flow Point Secondary, Flow Path Secondary, First Alternate and Second Alternate Capacity, as defined in Section 1 of the GT&C. However, reservation charge credits shall be applicable to quantities scheduled to non-primary points, to the extent Transporter is unable to schedule Shipper's nominated quantities due to a constraint occurring on the portion of the primary Flow Path utilized by that Shipper for that Gas Day.

16.2 Subject to the provisions of Section 16.1, reservation charge credits shall apply to:

(a) Quantities nominated and confirmed to primary delivery points in Cycle 2, but which Transporter was unable to schedule due to a capacity shortfall;

(b) Quantities scheduled to primary delivery points in Cycle 2 that are subsequently reduced in Cycle 3 due to a capacity shortfall;

(c) Quantities nominated and confirmed to primary delivery points in Cycle 3 but which Transporter was unable to schedule due to a capacity shortfall;

(d) Quantities scheduled to primary delivery points in Cycle 3 that are subsequently reduced in Cycle 4 due to a capacity shortfall; and

(e) Quantities nominated and confirmed to primary delivery points in Cycle 4 but which Transporter was unable to schedule due to a capacity shortfall.

16.3 Reservation charge credits shall be calculated as follows:

(a) The quantity on which credits are payable shall be calculated as follows and shall be adjusted for the requirements of Sections 16.1 and 16.2. The credit shall be payable on the sum of:

(i) 100% of the total for the Month of the Cycle 2 primary confirmed nominations minus the total for the Month of the Cycle 2 scheduled quantities as adjusted for purposes of this computation by Sections 16.1 and 16.2 (a) and (b);

(ii) 100% of the total for the Month of the Cycle 3 primary confirmed nominations for each Day minus the total for the Month of the Cycle 3 scheduled quantities as adjusted for purposes of this computation by Sections 16.1 and 16.2(c) and (d).

(iii) 100% of the total for the Month of the new Cycle 4 primary confirmed nominations for each Day minus the total for the Month of the Cycle 4 scheduled quantities as adjusted for purposes of this computation by Sections 16.1 and 16.2(e).

In no event shall the same dth of gas be included more than once in such calculation.

16.3 (continued)

(b) During periods when Transporter does not experience a force majeure event:
(i) The reservation charge credit shall be the product of the quantity determined in Section 16.3(a) multiplied by the contract reservation rate stated on a daily basis.

(c) During periods when Transporter experiences a force majeure event:

(i) The reservation charge credit shall be the product of the quantity determined in Section 16.3(a) multiplied by the contract reservation rate stated on a daily basis times the percent of the currently effective reservation rates that represent Transporter's equity return and associated income taxes. This percentage will be re-determined on the effective date of a general system-wide rate change. The percentage shall be 27.77%.

(ii) Reservation charge credits under discounted TSAs shall be applicable only to that portion of the discounted rate that exceeds the current non-equity return and associated tax portion of the maximum reservation rate. This percentage will be re-determined on the effective date of a general system-wide rate change. The percentage shall be 72.23%.

(d) Any reservation charge credit payable shall be reflected on the Shipper's monthly invoice and shall be applied to offset any outstanding transportation past due balances owed by Shipper.

16.4 Reservation charge credits applicable to TSAs that are not in effect due to termination or seasonal service shall be paid by Transporter to Shipper in dollars no later than the 15th Day of the second Month following the Month the credit was generated.

16.5 Notwithstanding the above nor the provisions of Rate Schedule FDBS, the following shall also apply to reservation charge credits for Rate Schedule FDBS service:

(a) Reservation charge credits shall not be applicable:

(i) When a Shipper nominates, and DP Operator has confirmed, in excess of 90% of a Delivery Point MDQ on the related FT TSA; or

(ii) To quantities in excess of Shipper's MDQ at a particular Delivery Point as specified on the Rate Schedule FDBS TSA.

17. ANNUAL CHARGE ADJUSTMENT SURCHARGE

17.1 Purpose - This Section 17 establishes an Annual Charge Adjustment Provision ("ACA") which will permit Transporter to recover from its Shippers the annual charges assessed to Transporter by the Commission under Part 382 of the Commission's regulations. All amounts assessed pursuant to this Section 17 shall be recorded in Account No. 928. Transporter shall not seek to recover such amounts in an NGA Section 4 rate case unless it also files to remove the authority to assess the ACA surcharge.

17.2 Applicable Customers – The ACA is applicable to each sales and transportation rate schedule contained in Volume No. 1A and Volume No. 2 of Transporter's FERC Gas Tariff as identified on the Statement of Rates in each volume.

17.3 Adjustment Date - As incorporated by reference in Transporter's Tariff, the ACA shall be revised annually as calculated by the Commission and posted on its website. The Adjustment Date shall be October 1 of each Year or as directed by an order of the Commission. On the Adjustment Date, the ACA unit charge to each of the applicable rate schedules as authorized by the Commission to be recovered by Transporter shall be increased or decreased. For those rate schedules with a two-part rate, the ACA unit charge shall only apply to the usage component of such rate.

17.4 Effective Date - The ACA unit charge shall become effective October 1 of each Year or as directed by an order of the Commission if:

(a) Transporter has paid the applicable annual charge in compliance with Section 382.103 of the Commission's Regulations; and

(b) the ACA unit charge is not subject to suspension or refund obligation.

18. WAIVERS

18.1 Penalty Waiver. Transporter may, in exercise of its reasonable discretion, and on a not unduly discriminatory basis, waive all or a part of any penalty which might otherwise apply. Transporter shall maintain a record of all waivers granted.

18.2 Waivers of Past or Future Defaults.

(a) Transporter may, from time to time and on a not unduly discriminatory basis, waive any of its rights hereunder and compliance with the provisions of this Tariff. All such waivers shall be limited to past defaults or other past occurrences or case-by-case in advance waivers addressing specific, short-term operational problems.

(b) Transporter shall record any such waivers in a log, which shall be posted for public inspection on its website in accordance with Part 358 of the Commission's Regulations.

18.3 Non-Waiver of Future Defaults

Failure to exercise any rights under this Tariff shall not be considered a waiver of such right or of any rights in the future. No waiver of any one or more defaults by the other party in the performance of any of the provisions of this Tariff, or the provisions of the service agreement incorporating the provisions of this Tariff, shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

19. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of the Executed TSA and of the GT&C are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

20. ELECTRONIC BULLETIN BOARD

20.1 Transporter's EBB is available at Transporter's designated Internet Web site at www.kindermorgan.com. Transporter's Internet Web site provides a portfolio of electronic business services to Transporter's customers. Transporter's EBB is available on a not unduly discriminatory basis to any party that has access to the Internet. There is no charge to use the EBB.

20.2 Transporter's EBB shall provide such data as described in and shall be in compliance with FERC Order No. 636, et seq., by providing a means for a Releasing or Acquiring Shipper electing to release all or a portion of its firm transportation rights in accordance with Sections 9.3 and 9.4 to advertise such release.

20.3 Parties wishing to bid on released capacity or to compete with pre-arranged offers shall post their bids through the EBB. Only those parties who are prequalified with respect to creditworthiness in accordance with Section 9.18 may submit a bid during the open season in accordance with Section 9.8.

20.4 The EBB shall contain information concerning the availability of capacity:

(a) at Receipt Points;

(b) by pipeline Segment;

(c) at Delivery Points; and

(d) whether the capacity is available from Transporter directly or through Transporter's Capacity Release Program set forth in Section 9.

20.5 Transporter shall post on the EBB notification of any of its uncommitted firm pipeline capacity.

20.6 Transporter shall post, daily, on the EBB notification of any unscheduled capacity available for interruptible transportation service, with bidding in accordance with the applicable provisions of Section 4.

20.7 EBB users shall have access to all the information specifically identified in FERC Order Nos. 636, 637 and 717. EBB access, including historical data, shall be available to state regulatory commissions and state consumer advocates on the same basis as any other party. Transporter shall maintain backup copies of the data contained on its EBB for three Years, which may be archived to off-line storage. Parties may access the on-line data directly through the EBB. In the event the data has been archived off-line, parties may request the data through the EBB's electronic mail service. EBB users shall be allowed to download files so their contents can be reviewed in detail without tying up access to the EBB. Information on the most recent transactions shall be listed before older information. EBB users shall be able to split large files into smaller parts for ease of use. On-line help shall be available to assist the EBB users along with a search function allowing users to locate all information concerning a specific transaction, and menus that permit users to separately access offers to release capacity, capacity available directly from the pipeline, and standards of conduct information.

20.8 Transporter's currently effective Volume No. 1A Tariff, as revised from time to time, is posted on Transporter's EBB. Therefore, Transporter shall provide paper copies of the effective tariff to customers and interested state commissions only when specifically requested.

20.9 Shippers desiring to exchange information using Transporter's designated Internet site must first enter into an agreement conforming to the NAESB Model Trading Partner Agreement.

21. AFFILIATE-RELATED INFORMATION

21.1 The TSAs between Transporter and its affiliates, which employ marketing function employees, are identified on the EBB pursuant to Section 250.16(c)(2) of the Commission's Regulations. Transporter and its affiliates, which employ marketing function employees, will conduct their business together in conformance with the standards of conduct set forth in Section 358 of the Commission's Regulations and other applicable requirements of Order No. 717.

21.2 Transporter will not provide a preference in any pipeline services to a Shipper because that Shipper also purchases Natural Gas from Transporter or from its affiliate(s) with marketing function employees, or to an affiliate of Transporter, over Shippers who purchase Natural Gas from another merchant.

21.3 Transporter will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations.

21.4 Notwithstanding Section 20.7 of the GT&C, Transporter shall retain its affiliate waiver log for five years from the date of posting.

22. ADVERSE CLAIMS TO NATURAL GAS

22.1 Notwithstanding Section 25.1 of the GT&C, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever, including litigation expenses, court costs and attorneys' fees, suffered by Transporter, its officers, agents, employees or contractors, where such liability, loss or damage arises directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person, association or entity, public or private, asserting ownership of or an interest in the Natural Gas tendered for transportation or the proceeds resulting from any sale of that Natural Gas. The receipt and delivery of Natural Gas under the Executed TSA shall not be construed to affect or change title to the Natural Gas.

23. Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 4.0, and the standard revised by Minor Correction MC24002 marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, Transporter may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Transporter includes appropriate citations in the submission.

Transporter has elected to reproduce only the following Business Practices and Electronic Communication standards, NAESB WGQ Version 4.0, that are protected by NAESB's copyright. With respect to each reproduced standard (including any minor corrections), Transporter incorporates the following: © 1996 - 2025 North American Energy Standards Board, Inc., all rights reserved.

NAESB Standard	Tariff Record
1.3.2(i – vi)	GT&C Section 6.1(a)
1.3.51	GT&C Section 6.1(a)(xi)
1.3.64	GT&C Section 6.6(e)
1.3.65	GT&C Section 6.6(e)
3.2.1	GT&C Section 1.7
3.3.17	GT&C Section 12.4
5.2.2	GT&C Section 6.1(a)(xi)
5.2.4	GT&C Section 1.56B
5.2.5	GT&C Section 1.56A
5.3.2	GT&C Section 9.7(b)
5.3.22	Part II: Statement of Rates, Section 4, Footnote 4
5.3.34	GT&C Section 6.1(a)(xii)
5.3.44	GT&C Section 9.17(a)
5.3.45	GT&C Section 9.17(b)
5.3.51	GT&C Section 9.3(d)
5.3.53	GT&C Section 9.17(e)
5.3.54	GT&C Section 9.17(e)
5.3.56	GT&C Section 9.17(d)

Standards Incorporated by Reference:

Additional Standards:

General:

Definition:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:
0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:
0.4.2, 0.4.3

Location Data Download:

Standards:
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:
0.4.4

Storage Information:

Data Set:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 12.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:
1.3.1, 1.3.3, 1.3.4, 1.3.5, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Data Sets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

Datasets:
3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18

Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.110

Capacity Release Related Standards:

Definitions:
5.2.1, 5.2.3

Standards:
5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.52, 5.3.55, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:
5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

Cybersecurity Related Standards:

Definitions:
12.2.1, 12.2.2, 12.2.3, 12.2.4, 12.2.5, 12.2.6, 12.2.7, 12.2.8, 12.2.9, 12.2.10, 12.2.11, 12.2.12, 12.2.13, 12.2.14, 12.2.15, 12.2.16, 12.2.17, 12.2.18, 12.2.19, 12.2.20, 12.2.21, 12.2.22, 12.2.23, 12.2.24, 12.2.25, 12.2.26, 12.2.27, 12.2.28, 12.2.29, 12.2.30, 12.2.31, 12.2.32, 12.2.33, 12.2.34, 12.2.35, 12.2.36, 12.2.37, 12.2.38, 12.2.39, 12.2.40, 12.2.41

Standards:
12.3.1, 12.3.2, 12.3.3, 12.3.4, 12.3.5, 12.3.6, 12.3.7, 12.3.8, 12.3.9, 12.3.10, 12.3.11, 12.3.12, 12.3.13, 12.3.14, 12.3.15, 12.3.16, 12.3.17, 12.3.18, 12.3.19, 12.3.20, 12.3.21, 12.3.22, 12.3.23, 12.3.24, 12.3.25, 12.3.26, 12.3.27, 12.3.28, 12.3.29, 12.3.30, 12.3.31

Standards for which Waiver or Extension of Time to Comply have been granted:

NAESB Standard	Waiver, Variance or Extension of Time	Relevant Tariff Section and/or Description	Initial Order Granting Request	Most Recent Order Granting Continuation
0.4.1	Extension	Extension for EDI Implementation	179 FERC ¶ 61,150 (2022)	
1.3.2	Variance	GT&C Section 6.1 Extension of nomination cycle deadlines for certain transactions and the addition of late cycles.	RP05-533-000, August 25, 2005 (unpublished letter order) 114 FERC ¶ 61,305 (2006) RP12-713-000, May 24, 2012 (unpublished letter order) 154 FERC ¶ 61,250 (2016)	179 FERC ¶ 61,150 (2022)
1.3.6	Variance	GT&C Section 8.1(i)(iii)(A) Exception for automatic HEEN adjustments.	RP08-538-000, September 26, 2008 (unpublished letter order)	179 FERC ¶ 61,150 (2022)
2.3.31	Waiver	GT&C Section 10.2(h) Transporter's Monthly Imbalance Settlement	RP05-422-021 and RP06-226-004, June 20, 2007 (unpublished letter order)	179 FERC ¶ 61,150 (2022)
2.4.1	Extension	Extension for EDI Implementation	179 FERC ¶ 61,150 (2022)	
2.4.2	Extension	Extension for EDI Implementation	179 FERC ¶ 61,150 (2022)	
2.4.6	Extension	Extension for EDI Implementation	179 FERC ¶ 61,150 (2022)	
3.4.2	Extension	Extension for EDI Implementation	179 FERC ¶ 61,150 (2022)	
3.4.3	Extension	Extension for EDI Implementation	179 FERC ¶ 61,150 (2022)	
3.4.4	Extension	Extension for EDI Implementation	179 FERC ¶ 61,150 (2022)	
Various	Variance	Various Transporter's references to "Flow Path" in this Tariff are synonymous with NAESB's data element "route", as displayed on Transporter's EBB.	154 FERC ¶ 61,250 (2016)	179 FERC ¶ 61,150 (2022)

24. TAXES

24.1 Shipper shall pay or cause to be paid all taxes and assessments imposed on Shipper with respect to Natural Gas transported prior to and including its delivery to Transporter, and Transporter shall pay or cause to be paid all taxes and assessments imposed on Transporter with respect to Natural Gas transported after its receipt by Transporter and prior to redelivery to Shipper, provided however, that Shipper shall pay to Transporter all taxes, levies or charges which Transporter may by law be required to collect from Shipper by reason of all services performed for Shipper.

24.2 Neither party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other party used for the purpose of carrying out the provisions of the Executed TSA.

25. INDEMNIFICATION/LIABILITY

25.1 Each party to the Executed TSA shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the Executed TSA causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss, or damage whatsoever suffered by the non-offending party or by any third party. As used herein: the term "party" shall mean a corporation or partnership entity or individual and its officers, agents, employees and contractors; the phrase "damages or injuries of any kind" shall include without limitation litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions.

26. COMPLAINT PROCEDURES

The procedures used to address and resolve complaints by Shippers and potential Shippers are as follows:

26.1 Informal Complaints. Any Shipper or potential Shipper may register a telephone complaint concerning requested and/or furnished transportation service by calling the applicable phone number listed in the "Points of Contact" section. Telephone complaints should provide the same information as provided in written complaints.

26.2 Formal Complaints. Written complaints by any Shipper or potential Shipper, clearly stating the issue(s), facts relied on by Shipper, and the Shipper's position, should be mailed by registered or certified mail to the address listed in the "Points of Contact" section. Upon receipt by Transporter, a complaint will be date stamped and recorded in the Transportation Service Complaint Log maintained by Transporter's Marketing Department.

26.3 Transporter will respond initially to all complaints by the most appropriate communication means available within 48 hours and will respond to all complaints filed with Transporter in writing within 30 Days. Transporter's written response will be mailed by registered or certified mail to Complainant and filed in the Transportation Service Complaint Log. The final resolution of the complaint will be dependent upon the nature of the complaint and the time necessary to investigate the complaint, verify the underlying cause(s) and determine the relevant facts.

27. MISCELLANEOUS SURCHARGES

27.1 Gas Research Institute Funding

(a) Purpose - Transporter has joined with other enterprises in the formation of and participation in the activities and financing of the Gas Research Institute ("GRI"), an Illinois non-profit corporation. GRI has been organized to sponsor research, development and demonstration ("RD&D") programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

(b) "Check the Box" Procedure - Transporter has agreed to be a collection agent for shippers who voluntarily choose to support GRI programs through a "check the box" procedure on Transporter's invoices. If requested by the shipper, Transporter will bill and collect on the monthly transportation invoice an amount specified by the shipper on behalf of GRI. The amounts collected will be remitted to GRI in accordance with the requirements of Section 27.1(c). The amounts collected pursuant to this procedure will not be part of Transporter's rates and the Commission will not review any such amounts or programs.

(c) Disposition of GRI Funding Revenues - Transporter shall remit to GRI the total revenues received from Shippers pursuant to Section 27.1(b) within fifteen (15) Days following the receipt thereof.

28. RESERVED

29. RESERVED

30. RESERVED

31. RESERVED

32. RESERVED

33. RESERVED

34. RESERVED

35. RESERVED

36. RESERVED

37. ARTICLE 11.2 PROVISIONS

Pursuant to the Commission's Order issued on March 20, 2006 in Docket No. RP05-422-000, this Section 37 is applicable to firm Rate Schedule FT-1 and FT-2 transportation service provided under applicable TSAs ("Section 37 TSAs") to the contracted Shippers that are parties to the Stipulation and Agreement in Docket No. RP95-363-000, et al. ("1996 Settlement").

37.1 Article 11.2(a) Rates - Article 11.2(a) Rates shall be used for purposes of invoicing transportation charges and reservation charge crediting. The System Average Usage Rate shall be used for purposes of invoicing usage, such as imbalance payback, that cannot be identified by receipt basin and is identified by Transporter as a system receipt. These rates shall be adjusted annually pursuant to Section 37.3 for Section 37 TSAs.

Rate Schedule FT-1

RESERVATION	MONTHLY	DAILY
Production Area	$ 4.6691	$ 0.1535
Texas	$ 6.8348	$ 0.2247
New Mexico	$ 7.8845	$ 0.2592
Arizona	$ 10.6969	$ 0.3517
Nevada	$ 10.8381	$ 0.3563
California	$ 12.7092	$ 0.4178

DAILY USAGE Maximum	From San Juan	From Permian	From Anadarko	From California	System Average
Production Area	$ 0.0033	$ 0.0033	$ 0.0033	$ 0.0188	$ 0.0035
Texas	$ 0.0036	$ 0.0088	$ 0.0098	$ 0.0188	$ 0.0080
New Mexico	$ 0.0210	$ 0.0216	$ 0.0335	$ 0.0188	$ 0.0217
Arizona	$ 0.0270	$ 0.0316	$ 0.0423	$ 0.0188	$ 0.0308
Nevada	$ 0.0257	$ 0.0506	$ 0.0557	$ 0.0188	$ 0.0455
California	$ 0.0236	$ 0.0481	$ 0.0541	$ 0.0188	$ 0.0431

DAILY USAGE Minimum	From San Juan	From Permian	From Anadarko	From California	System Average
Production Area	$ 0.0033	$ 0.0033	$ 0.0033	$ 0.0188	$ 0.0035
Texas	$ 0.0036	$ 0.0088	$ 0.0098	$ 0.0188	$ 0.0080
New Mexico	$ 0.0210	$ 0.0216	$ 0.0335	$ 0.0188	$ 0.0217
Arizona	$ 0.0270	$ 0.0316	$ 0.0423	$ 0.0188	$ 0.0308
Nevada	$ 0.0257	$ 0.0506	$ 0.0557	$ 0.0188	$ 0.0455
California	$ 0.0236	$ 0.0481	$ 0.0541	$ 0.0188	$ 0.0431

37.1 Article 11.2(a) Rates (continued)

Rate Schedule FT-2

DAILY USAGE Maximum	From San Juan	From Permian	From Anadarko	From California	System Average
Anadarko	$ 0.3778	$ 0.3869	$ 0.3773	$ 0.4341	$ 0.3855
Permian	$ 0.3778	$ 0.3773	$ 0.3889	$ 0.4341	$ 0.3783
San Juan	$ 0.3773	$ 0.4122	$ 0.4363	$ 0.4341	$ 0.4062
Texas	$ 0.3799	$ 0.3869	$ 0.3889	$ 0.4341	$ 0.3861
New Mexico	$ 0.4134	$ 0.4122	$ 0.4363	$ 0.4341	$ 0.4131
Arizona	$ 0.6079	$ 0.6128	$ 0.6337	$ 0.4341	$ 0.6102

DAILY USAGE Minimum	From San Juan	From Permian	From Anadarko	From California	System Average
Anadarko	$ 0.0036	$ 0.0088	$ 0.0033	$ 0.0188	$ 0.0079
Permian	$ 0.0036	$ 0.0033	$ 0.0098	$ 0.0188	$ 0.0037
San Juan	$ 0.0033	$ 0.0216	$ 0.0335	$ 0.0188	$ 0.0183
Texas	$ 0.0036	$ 0.0088	$ 0.0098	$ 0.0188	$ 0.0080
New Mexico	$ 0.0210	$ 0.0216	$ 0.0335	$ 0.0188	$ 0.0217
Arizona	$ 0.0270	$ 0.0316	$ 0.0423	$ 0.0188	$ 0.0308

37.2 Rights and Conditions

(a) When Section 37 TSAs expire or are terminated by the shipper, the rights listed in this Section 37 shall no longer apply to such TSAs.

(b) In the event a Section 37 TSA uses service or re-designates service to an alternate receipt or delivery point in the same zone as the primary receipt or delivery point(s) under that TSA, the service shall be invoiced at the Article 11.2(a) Rate. Should service be provided to or re-designated to an alternate receipt or delivery point other than the primary receipt or delivery point(s) under that TSA, the service shall be invoiced under the Out-of-Zone-Charge provisions contained in Sections 8.1(e), 8.1(f) and 8.1(g). However, the Article 11.2(a) reservation rates for the applicable zone shall be used in lieu of the maximum non-Article 11.2 tariff rates.

(c) Capacity released from a Section 37 TSA may be released at a reservation rate no higher than the applicable Article 11.2(a) rate. Such released capacity will be billed at the applicable Article 11.2(a) usage rate.

(d) If the Shippers applicable to this Section 37 acquire any permanent or temporary capacity releases, they will pay the reservation rate specified in the posted award of the capacity release for that capacity, rather than the Article 11.2(a) rate.

37.2 Rights and Conditions (continued)

(e) For purposes of determining scheduling priority, pursuant to Section 6.2(a)(iii) of the GT&C, the Article 11.2(a) reservation rates will be considered equivalent to the maximum tariff rate.

(f) Article 11.2(a) rates shall not apply to any other firm transportation service under any rate schedule.

(g) Should a Section 37 TSA be subject to an Article 11.2(a) reservation rate that exceeds the maximum non-Article 11.2 reservation tariff rate or Article 11.2(b) reservation rate for such service, this service shall be billed at the lower of the applicable maximum non-Article 11.2 reservation tariff rate or the Article 11.2(b) reservation rate, if any. Should a Section 37 TSA be subject to an Article 11.2(a) usage rate that exceeds the maximum non-Article 11.2 usage tariff rate for such service (or exceeds the applicable Article 11.2(b) usage rate for the FT-2 service, if any), this service shall be billed at the applicable maximum non-Article 11.2 usage tariff rate (or the applicable Article 11.2(b) usage rate for the FT-2 service if it is lower than the other two rates).

37.3 The applicable Article 11.2(a) rates shall be subject to inflation escalation and will be adjusted according to the following provisions.

(a) Annual Inflation Adjustment - Effective January 1, 1998, and on each anniversary date thereafter, Transporter shall increase the Operations and Maintenance (O&M) and Other Taxes portion of the reservation and usage charges for Rate Schedule FT-1 and the rates for Rate Schedule FT-2 in effect for the preceding Year by 93% of the increase in the Implicit Price Deflator ("IPD") to the Gross Domestic Product ("GDP") as published by the Department of Commerce's Bureau of Economic Analysis ("BEA"), or a mutually agreed similar indicator should the GDP no longer be available on a continuing basis, or, failing such agreement, a similar indicator as approved by the Commission. Notwithstanding the above calculation, the annual increase in total rates will not be less than 1% or more than 4-1/2% of the prior Year's total rates. The resulting rates shall become the rates for purposes of applying the annual inflation adjustment for the succeeding Year.

(b) For the annual inflation adjustment to be effective January 1, 1998, the most recently published final IPD prior to the inflation adjustment filing will be compared to the IPD reported by the BEA for the same period of the prior Year to determine the annual change. For each rate change subject to this provision, the most recently published final IPD prior to the inflation adjustment filing will be compared to the prior Year's IPD to determine the annual change. If the BEA modifies the benchmark index for the IPD, then Transporter will use the restated IPD reported by the BEA instead of the IPD used by Transporter in its last inflation adjustment filing.

37.3 (continued)

(c) The Article 11.2(a) System Average Usage Rate shall be applied to those receipts that are not defined by receipt basin, but rather as a system receipt. Such usage rates are weighted average rates, as shown in Section 37.1 of the GT&C, derived through the following process.

(i) Transporter's actual system throughput data (by basin) for the 12-Month period ending September 30th of each Year is collected and the relative percentage contribution of each basin in comparison to the total system is determined.

(ii) Pursuant to Section 37.3(c)(i), the basin percentages, or factors, are multiplied by the specific receipt basin rates within each delivery zone to derive an Article 11.2(a) weighted rate.

(iii) The weighted Article 11.2(a) rates, as calculated by Section 37.3(c)(ii), shall be summed together to arrive at the Article 11.2(a) System Average Usage Rate for each delivery zone.

FORMS OF SERVICE AGREEMENTS

Preliminary Statement

Pursuant to Transporter's "Tariff Re-Organization" filing in Docket No. RP10-454; and subsequent filing pursuant to the electronic tariff requirements of Docket No. RM01-5, the pro forma service agreements contained in this Tariff are modified to reflect revised GT&C section references. (See below for the new section references.) As such, the currently Executed TSAs shall remain in effect and shall not be rendered non-conforming due to these modified references.

Former Section Reference	Current Section Reference
Section 20.16(f)	Section 4.4.14(f)
Section 20.20(c)	Section 4.4.2(c)
Section 6	Section 4.12.0
Section 20.12	Section 4.8.1(e)
Section 4.1	Section 4.6.1
Section 6	Section 4.12.0
Section 20.16	Section 4.4.14
Section 4.2	Section 4.6.2

FORMS OF SERVICE AGREEMENTS

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-1

Agreement No._____

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-1

Agreement No._____

Transportation Service Agreement
Rate Schedule FT-1
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Transportation Service: Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   [Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

(iii) _____.

6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. Rates and Surcharges: As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. Negotiated Rate: Yes_____ No_____

10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
----------	----------
----------	----------
----------	----------

11. Term of Firm Transportation Service:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

To Shipper:

_____
_____
_____
Attn: _____

To Transporter: See "Points of Contact" in the Tariff.

13. Effect on Prior Agreement(s): _____

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
____day of _____, _____.	____day of _____, _____.

Agreement No._____

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

Shipper's Transportation Contract Demand: See ¶ ___

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN Name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN Name, meter PIN and meter name)
Flow Path
Use as appropriate:
Maximum Quantity - Meter (dth/d) 1/
-or-
Maximum Quantity - D-Code (dth/d) 1/
Meter(s) and CMQ(s) 2/
Delivery Pressure (p.s.i.g.) Not less than 3/
Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.
3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No._____

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
Maximum Quantity and Minimum Quantity - Meter (dth/d)
-or-
Maximum Quantity and Minimum Quantity - D-Code (dth/d)
Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____ (insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-2

Agreement No._____

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT-2

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED: _____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement. The inclusion of this cover page is optional for an Executed TSA.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-2

Agreement No._____

FIRM TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FT-2
DATED:_____

THIS AGREEMENT is made and entered into by and between EL PASO NATURAL GAS COMPANY, L.L.C., a _____, hereinafter referred to as "El Paso," and _____, a _____, hereinafter referred to as "Shipper".

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS,

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving [identify consumers (i.e.,

residential, non-residential, irrigation, etc.)] situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.

1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with paragraph 1.1

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors applicable to the Receipt Point(s) are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC’s Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC’s Regulations, Shipper’s certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter’s Tariff, will apply.

4.2 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met:

(Paragraph 4.2 is be utilized only when applicable)

ARTICLE V

Term

5.1 This Agreement shall become effective

5.2 After this Agreement becomes effective, it shall continue in full force and effect

[Insert term of service including any (i) extension rights such as an evergreen or rollover provision, (ii) contractual rights-of-first-refusal, and/or (iii) related termination provisions, as applicable. May include additional sentences.]

5.3 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Effect on Prior Contracts

6.1 This Agreement _____.

(Paragraph 6.1 to be utilized only when applicable)

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: See “Points of Contact” in El Paso’s FERC Gas Tariff

Shipper:

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(This Article to be utilized when necessary to specify other operating provisions)

ARTICLE IX

Miscellaneous

9.1 El Paso and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature or may be executed in two (2) original counterparts that together shall constitute one and the same.

_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
____day of _____, _____.	____day of _____, _____.

EXHIBIT A

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following data elements shall be described on this Exhibit A, if applicable:

Receipt Point(s) (including, among other things, Point Identification Number and PIN name)
Delivery Pressure(s) (psig)*
Maximum Receipt Quantity (Dth/d)

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: _____

B. Supersedes Exhibit A Effective: _____

_____ EL PASO NATURAL GAS COMPANY, L.L.C.

By_____ By_____

Date_____ Date_____

EXHIBIT B

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following data elements shall be described on this Exhibit B, if applicable:

Delivery Point(s) (including, among other things, Point Identification Number and PIN name)
Meter(s) (including, among other things, Point Identification Number and PIN name)
Maximum Delivery Quantity (Dth/d)
Maximum Delivery Pressure (psig)**
Minimum Delivery Pressure (psig)**

**Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: _____

B. Supersedes Exhibit B Effective: _____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____ By_____

Date_____ Date_____

EXHIBIT C

To The
Transportation Service Agreement
Dated _____
Between El Paso Natural Gas Company, L.L.C.
and _____

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

Section of General Terms and Conditions	Substitute Provision

A. Effective Date of this Exhibit C: _____

B. Supersedes Exhibit C Effective: _____

_____ EL PASO NATURAL GAS COMPANY, L.L.C.

By_____ By_____

Date_____ Date_____

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-H

Agreement No._____

FIRM HOURLY TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-H

Agreement No._____

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Firm Hourly Transportation Service: _____
(Three Hour Enhanced "FTH-3", Twelve Hour Peaking "FTH-12",
Sixteen Hour Peaking "FTH-16" or Eight Hour Peaking "FTH-8")
(insert as applicable)

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

[Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

(iii) _____.

6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. Negotiated Rate: Yes _____ No _____

10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
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----------	----------
----------	----------

11. Term of Firm Transportation Service:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

To Shipper:

_____
_____
_____
Attn: _____

To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): _____

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____

_____

_____

_____

Accepted and agreed to this

____day of _____, _____.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

____day of _____, _____.

Agreement No._____

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

Shipper's Transportation Contract Demand: See ¶ ____

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Flow Path
Use as appropriate:
Maximum Quantity - Meter (dth/d)1/
-or-
Maximum Quantity - D-Code (dth/d) 1/
Meter(s) and CMQ(s) 2/
Delivery Pressure (p.s.i.g.) Not less than 3/
Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No._____

EXHIBIT B

To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
Maximum Quantity and Minimum Quantity - Meter (dth/d)
-or-
Maximum Quantity and Minimum Quantity - D-Code (dth/d)
Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FTH-V

Agreement No._____

FIRM HOURLY VIRTUAL AREA TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FTH-V

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FTH-V

Agreement No._____

Firm Hourly Transportation Service Agreement
Rate Schedule FTH-V
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Transportation Service: Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

[Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

(iii) _____.

6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FTH-V and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. Negotiated Rate: Yes _____ No _____

10. Transportation Contract Demand ("TCD")*:

TCD (Dth/d)	Time Period
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----------	----------
----------	----------

* Shipper's TCD may not exceed 10,000 dth/d, pursuant to the provisions of Rate Schedule FTH-V.

11. Term of Firm Transportation Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

To Shipper:

_____
_____
_____
Attn: _____

To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): _____

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
____day of _____, _____.	____day of _____, _____.

Agreement No._____

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FTH-V

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

Shipper's Transportation Contract Demand: See ¶___

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Flow Path
Use as appropriate:
Maximum Quantity - Meter (dth/d) 1/
-or-
Maximum Quantity - D-Code (dth/d) 1/
Meter(s) and CMQ(s) 2/
Delivery Pressure (p.s.i.g.) Not less than 3/
Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No._____

EXHIBIT B

To The
Firm Hourly Transportation Service Agreement
Rate Schedule FTH-V

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
Maximum Quantity and Minimum Quantity - Meter (dth/d)
-or-
Maximum Quantity and Minimum Quantity - D-Code (dth/d)
Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FTH-V or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FDBS

Agreement No._____

FIRM DAILY BALANCING SERVICE AGREEMENT

RATE SCHEDULE FDBS

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FDBS

Agreement No._____

Daily Balancing Service Agreement
Rate Schedule FDBS
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Firm Daily Balancing Service: _____
(FDBS-A annual, FDBS-S summer, or FDBS-W winter, as applicable)

Firm Daily Balancing Service for Natural Gas quantities delivered at primary delivery point(s) applicable to Rate Schedule FT-1 and FT-H scheduled quantities.
Companion Rate Schedule FT-1/FT-H agreement(s) _____

Delivery Points: Shipper has Rate Schedule FT-1 and/or FT-H transportation service agreements with primary delivery point(s) identified in Exhibit A. Transporter agrees to provide firm daily balancing service at such points.

6. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FDBS and Section 4.17 or Section 4.18 of the GT&C.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. Negotiated Rate: Yes _____ No _____

9. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
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----------	----------

10. Term of Firm Daily Balancing Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

11. Notices, Statements, and Bills:

To Shipper:

_____
_____
_____
Attn: _____

To Transporter: See "Points of Contact" in the Tariff.

12. Effect on Prior Agreement(s): _____

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
____day of _____, _____.	____day of _____, _____.

Agreement No._____

EXHIBIT A

To The
Firm Daily Balancing Service Agreement
Rate Schedule FDBS

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

Shipper's Transportation Contract Demand: See ¶___

The following data elements shall be described on this Exhibit A, if applicable:

Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN Name, meter PIN and meter name)
Effective Dates
Use as appropriate:
Maximum Quantity - Meter (dth/d)1/
-or-
Maximum Quantity - D-Code (dth/d) 1/
Meter(s) and CMQ(s) 2/

Notes: [Insert as applicable]

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

Agreement No._____

EXHIBIT B

To The
Firm Daily Balancing Service Agreement
Rate Schedule FDBS

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit B, if applicable:

Primary Delivery Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
Maximum Quantity and Minimum Quantity - Meter (dth/d)
-or-
Maximum Quantity and Minimum Quantity - D-Code (dth/d)
Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Fuel 2/
Surcharges 3/

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FDBS or other superseding Rate Schedules.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNTD

Agreement No._____

NO-NOTICE DAILY TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE NNTD

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNTD

Agreement No._____

Transportation Service Agreement
Rate Schedule NNTD
Dated: _____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Transportation Service: Daily no-notice transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   [Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

(iii) _____.

6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide daily no-notice transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule NNTD and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. Negotiated Rate: Yes _____ No _____

10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
----------	----------
----------	----------
----------	----------

11. Term of No-Notice Transportation Service: _____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

To Shipper:

_____
_____
_____
Attn: _____

To Transporter: See "Points of Contact" in the Tariff.

13. Effect on Prior Agreement(s): _____

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____

_____
_____
_____

Accepted and agreed to this

____day of _____, _____.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____
_____
_____

Accepted and agreed to this

____day of _____, _____.

Agreement No._____

EXHIBIT A

To The
Daily No-Notice Firm Transportation Service Agreement
Rate Schedule NNTD

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

Shipper's Transportation Contract Demand: See ¶___

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Flow Path
Use as appropriate:
Maximum Quantity - Meter (dth/d)1/
-or-
Maximum Quantity - D-Code (dth/d) 1/
Meter(s) and CMQ(s) 2/
Delivery Pressure (p.s.i.g.) Not less than 3/
Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No._____

EXHIBIT B

To The
Daily No-Notice Firm Transportation Service Agreement
Rate Schedule NNTD

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
Maximum Quantity and Minimum Quantity - Meter (dth/d)
-or-
Maximum Quantity and Minimum Quantity - D-Code (dth/d)
Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule NNTD or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNTH

Agreement No._____

NO-NOTICE HOURLY TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE NNTH

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE NNTH

Agreement No._____

Transportation Service Agreement
Rate Schedule NNTH
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Hourly No-Notice Firm Transportation Service: _____
(Three Hour Enhanced "NNTH-3", Twelve Hour Peaking "NNTH-12",
or Sixteen Hour Peaking "NNTH-16" - insert as applicable)

Transportation Service: Hourly no-notice transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

[Insert the applicable portion(s) of the following provision when service involves the construction of facilities.]

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

(iii) _____.

6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule NNTH and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. Negotiated Rate: Yes _____ No _____

10. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
----------	----------
----------	----------
----------	----------

11. Term of No-Notice Transportation Service: _____

    [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights-of-first-refusal, (iv) interim capacity limitations, and/or (v) related termination provisions, as applicable.]

12. Notices, Statements, and Bills:

    To Shipper:

    _____
    _____
    _____
    Attn: _____

    To Transporter: See “Points of Contact” in the Tariff.

13. Effect on Prior Agreement(s): _____

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
____day of _____, _____.	____day of _____, _____.

Agreement No._____

EXHIBIT A

To The
Hourly No-Notice Firm Transportation Service Agreement
Rate Schedule NNTH

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

Shipper's Transportation Contract Demand: See ¶____

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Flow Path
Use as appropriate:
Maximum Quantity - Meter (dth/d)1/
-or-
Maximum Quantity - D-Code (dth/d) 1/
Meter(s) and CMQ(s) 2/
Delivery Pressure (p.s.i.g.) Not less than 3/
Delivery Pressure (p.s.i.g.) Not greater than 3/

Notes: [Insert as applicable]

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No._____

EXHIBIT B

To The
Hourly No-Notice Firm Transportation Service Agreement
Rate Schedule NNTH

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit B, if applicable:

Primary Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Primary Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)
Use as appropriate:
Maximum Quantity and Minimum Quantity - Meter (dth/d)
-or-
Maximum Quantity and Minimum Quantity - D-Code (dth/d)
Meter(s) and CMQ(s)
Effective Dates
Reservation Rate 1/
Usage Rate 1/
Authorized Overrun Rate 1/
Fuel 2/
Surcharges 3/
Alternate Receipt Point (including, among other things, Point Identification Number (PIN) and PIN name)
Alternate Delivery Point (including, among other things, Point Identification Number (PIN), PIN name, meter PIN and meter name)

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule NNTH or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____(insert if applicable) which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT-1

Agreement No._____

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE IT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE IT-1

Agreement No._____

Transportation Service Agreement
Rate Schedule IT-1
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Transportation Service: Transportation service at and between Receipt Point(s) and Delivery Point(s) shall be on an interruptible basis in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   Receipt and Delivery Points: Shipper may request service at any eligible Receipt Point or Delivery Point on El Paso's System. Transporter shall deliver thermally equivalent quantities of Natural Gas at the Delivery Points less L&U and, if applicable, less Fuel.

6. Rates and Surcharges: As set forth in Exhibit A. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule IT-1 and Section 4.17 or Section 4.18 of the GT&C.

7. Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

8. Negotiated Rate: Yes_____ No_____

9. Term of Interruptible Transportation Service:_____

   [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision and/or (iii) related termination provisions, as applicable.]

10. Notices, Statements, and Bills:

    To Shipper:

    _____
    _____
    _____
    Attn: _____

    To Transporter: See "Points of Contact" in the Tariff.

11. Effect on Prior Agreement(s): _____

12. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
____day of _____, _____.	____day of _____, _____.

Agreement No._____

EXHIBIT A

To The
Interruptible Transportation Service Agreement
Rate Schedule IT-1

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Usage Rate 1/
Fuel 2/
Surcharges 3/

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule IT-1 or other superseding Rate Schedules.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IHSW

Agreement No._____

INTERRUPTIBLE HOURLY SWING SERVICE AGREEMENT

RATE SCHEDULE IHSW

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE IHSW

Agreement No._____

Swing Service Agreement
Rate Schedule IHSW
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Hourly swing service provided at Delivery Point(s) shall be on an interruptible basis in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. Delivery Point/Paths and Pressures: As specified in Shipper's related TSAs.

7. Rates and Surcharges: As set forth in Exhibit A. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule IHSW and Section 4.17 or Section 4.18 of the GT&C.

   Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

8. Negotiated Rate: Yes _____ No _____

9. Term of Interruptible Hourly Swing Service:_____

[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision and/or (iii) related termination provisions, as applicable.]

10. Notices, Statements, and Bills:

To Shipper:

_____
_____
_____
Attn: _____

To Transporter: See "Points of Contact" in the Tariff.

11. Effect on Prior Agreement(s): _____

12. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____ EL PASO NATURAL GAS COMPANY, L.L.C.

_____ _____

_____ _____

_____ _____

Accepted and agreed to this

____day of _____, _____.

Accepted and agreed to this

____day of _____, _____.

Agreement No._____

EXHIBIT A

To The
Interruptible Hourly Swing Service Agreement
Rate Schedule IHSW

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Usage Rate 1/
Surcharges 2/

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule IHSW or other superseding Rate Schedules.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____.

2/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE ISS

Agreement No._____

INTERRUPTIBLE STORAGE SERVICE AGREEMENT

RATE SCHEDULE ISS

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement)

FORM OF SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE ISS

Agreement No._____

Storage Service Agreement
Rate Schedule ISS
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Storage service shall be provided on an interruptible basis in accordance with the Tariff.

6. Rates and Surcharges: As set forth in Exhibit A. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule ISS and Section 4.17 or Section 4.18 of the GT&C.

   Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

7. Negotiated Rate: Yes _____ No _____

8. Term of Interruptible Storage Service: _____

   [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision and/or (iii) related termination provisions, as applicable.]

9. Notices, Statements, and Bills:

To Shipper:

_____
_____
Attn: _____

To Transporter: See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s): _____

11. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____ EL PASO NATURAL GAS COMPANY, L.L.C.

_____ _____

_____ _____

_____ _____

Accepted and agreed to this

____day of _____, _____.

Accepted and agreed to this

____day of _____, _____.

Agreement No._____

EXHIBIT A

To The
Interruptible Storage Service Agreement
Rate Schedule ISS

between
El Paso Natural Gas Company, L.L.C.
and _____ (Shipper)
Dated: _____

The following data elements shall be described on this Exhibit A, if applicable:

Effective Dates
Storage Inv Rate 1/
Injection Rate 1/
Withdrawal Rate 1/
Fuel 2/
Surcharges 3/

Notes: [Insert as applicable]

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule ISS or other superseding Rate Schedules.

- and/or -

[Insert for discount rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) _____. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

- and/or -

[Insert for negotiated rate(s), as necessary (e.g., (1a), (1b), etc.)]
As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) _____.

2/ Fuel shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

FORM OF INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE PAL

Agreement No._____

INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE PAL

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE PAL

Agreement No._____

Interruptible Parking and Lending Service Agreement
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. Shipper: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement and the associated Park and Loan Service Request Order(s) ("PAL RO") in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement and the associated PAL RO(s) have the meanings given to them in the Tariff.

4. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement and the associated PAL RO(s) shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Parking and Lending Service: Upon Shipper's request Transporter may, on any Day and on an interruptible basis,

   (a) hold (park) the quantity nominated to be parked for Shipper's account at the designated PAL Point on the designated date(s) specified in Shipper's PAL RO upon approval from Transporter and withdraw of such quantity at the same point on the designated date(s) in the PAL RO;

   (b) advance (loan) quantities of Natural Gas nominated by Shipper at the PAL Point on the designated date(s) specified in Shipper's PAL RO and approved by Transporter. Shipper shall pay back such advanced quantities on the designated date(s) at the same point where the loan occurred as set forth in the PAL RO.

6. Rates and Surcharges: As set forth in the PAL RO.

7. Term of Parking and Lending Service: _____

This Agreement shall continue in full force and effect Month to Month thereafter unless terminated by 30-Day written notice from one Party to the other. (Use only when applicable.)

8. Effect on Prior Agreement(s):_____.

9. Contact Information:

To Shipper: _____
_____
_____
Attn: _____

To Transporter: See "Points of Contact" in the Tariff.

10. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

SHIPPER:	TRANSPORTER:
_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, _____.	_____ day of _____, _____.

Request Order No._____

PAL SERVICE REQUEST ORDER ("PAL RO")
related to
INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT
RATE SCHEDULE PAL

between

EL PASO NATURAL GAS COMPANY, L.L.C.

and

_____
(Shipper)

Dated:_____

1. PAL Agreement No:_____ Type of Service: Park_____ Loan_____
2. Maximum PAL Quantity:_____(Dth)
3. PAL Point:_____

4. Schedule:

Date(s) Service to be Provided (May Reflect a Range of Dates)		Daily PAL Quantity (Dth) (May Reflect a Range of Quantities)		
		Park or Loan Payback		Loan or Park Withdrawal
From	Through	Minimum	Maximum	Minimum Maximum
_____	_____	_____		_____
_____	_____	_____		_____
_____	_____	_____		_____
_____	_____	_____		_____

5. Park and Loan Rates: Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL or other superseding Rate Schedule, as such rates may be changed from time to time. Should a discount rate or a negotiated rate apply pursuant to Section 4.17 or Section 4.18 of the GT&C, respectively, such rate shall apply for only parked or loaned quantities withdrawn or paid back on the specified dates set forth above. Rates may vary based on quantity, time period, etc., as set forth in this PAL RO.

From	Through	PAL Rate
_____	_____	_____
_____	_____	_____

6. Negotiated Rate: Yes _____ No _____

7. Contact Information:

To Shipper: _____
_____
_____
Attn: _____

To Transporter: See "Points of Contact" in the Tariff.

IN WITNESS WHEREOF, the parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

SHIPPER:	TRANSPORTER:
_____	EL PASO NATURAL GAS COMPANY, L.L.C.
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, _____.	_____ day of _____, _____.

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE OPAS

Agreement No._____

OPERATOR POINT AGGREGATION SERVICE AGREEMENT

RATE SCHEDULE OPAS

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

_____
(Shipper)

DATED:_____

(Placement of text on page, number of pages, numbering of paragraphs, sections and footnotes, format, capitalization, headings and font may vary from Pro Forma to Service Agreement.)

FORM OF SERVICE AGREEMENT
APPLICABLE TO
RATE SCHEDULE OPAS

Agreement No._____

Operator Point Aggregation Service Agreement
Rate Schedule OPAS
Dated:_____

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.

2. DP Operator: _____

3. Applicable Tariff and Incorporation by Reference: Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Delivery point aggregation service shall be provided in accordance with the Tariff.

   Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

   D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

   Transporter and DP Operator agree to the use of:

   1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and

2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

   In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. Term of Operator Point Aggregation Service: _____
   (This primary term shall not be for a period longer than one year.)

   This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice. (Use only when applicable.)

7. Notices and Statements:

   To DP Operator:

   _____
   _____
   _____
   Attn: _____

   To Transporter: See “Points of Contact” in the Tariff.

8. Effect on Prior Agreement(s): _____

9. Governing Law: Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

_____

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

_____

_____

_____

Accepted and agreed to this

____day of _____, _____.

Accepted and agreed to this

____day of _____, _____.

Agreement No._____

EXHIBIT A

To The
Operator Point Aggregation Service Agreement
Rate Schedule OPAS
between
El Paso Natural Gas Company, L.L.C.
and _____ (DP Operator)
Dated: _____

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

The following data elements shall be described on this Exhibit A, if applicable:

Maximum Delivery Obligation ("MDO")
Maximum Hourly Obligation ("MHO")
D-Code
Meter Point Identification Name (PIN)
Date and Quantity (dth/d and dth/h)
Pressure Obligation

Meters designated for alternative use pursuant to Section 2.8 of Rate Schedule OPAS:

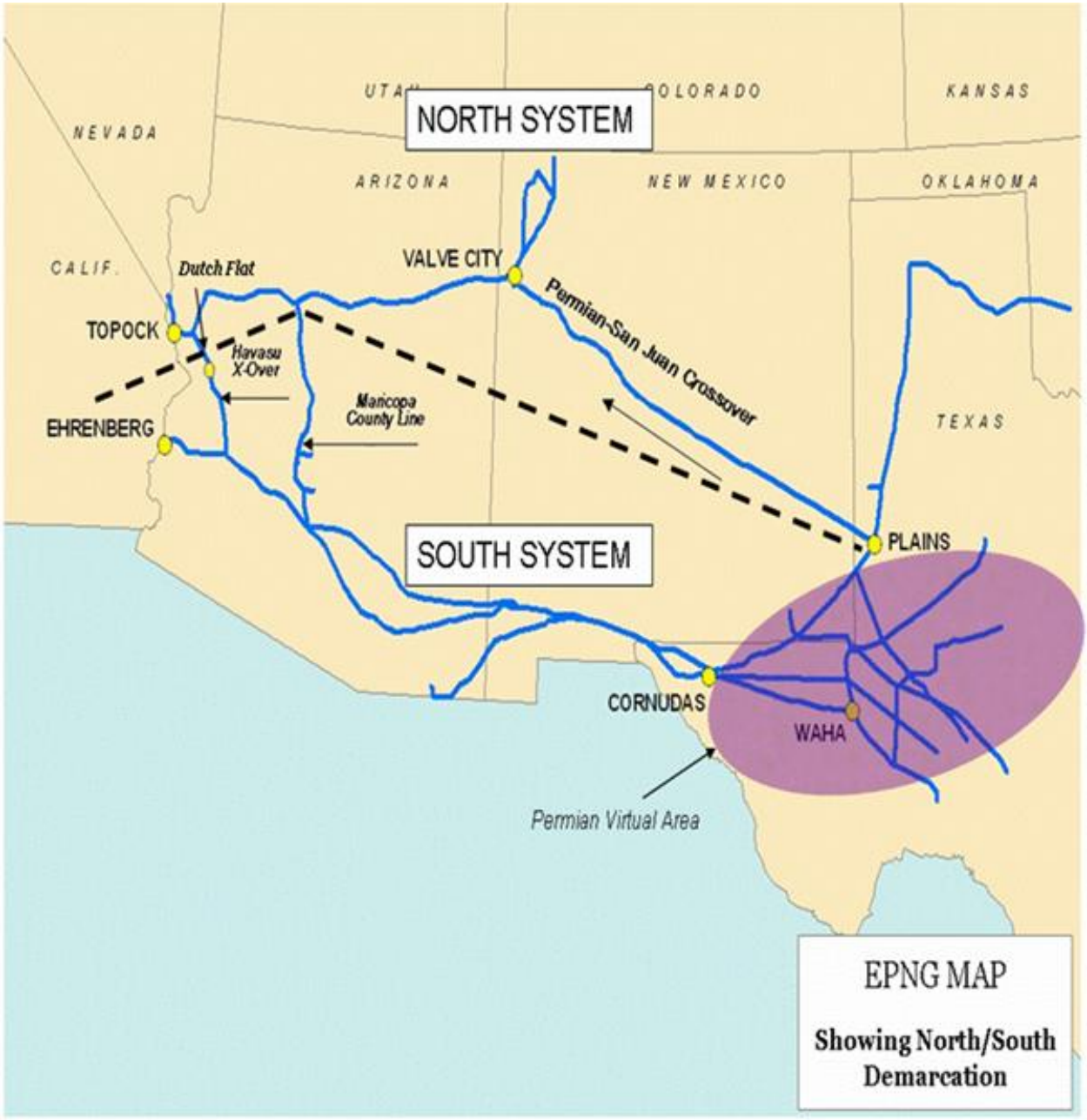
Maximum Delivery Obligation ("MDO")
Maximum Hourly Obligation ("MHO")
D-Code
Meter PIN
Date and Quantity (dth/d and dth/h)

*Conditions: (If applicable)

GRAPHICAL ILLUSTRATIONS

Section 1 North/South System Map

EPNG North/South System Map



NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	DRW Energy Trading LLC #621360-FT1EPNG
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	Arizona Electric Power Cooperative #618708-FT1EPNG
Section 10	Mieco LLC #620799-FT1EPNG
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #620798-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000-FT1EPNG
Section 15	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #620796-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative #H822F000-FH8EPNG
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #620797-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-FT1EPNG
Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	ExxonMobil Oil Corporation #620083-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	City of Mesa, Arizona #FT2AF000-FTAEPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42 UNS Gas, Inc. Letter Agreement
Section 43 UNS Gas, Inc. #619448-FT1EPNG
Section 44 UNS Gas, Inc. #H222P000-FH12EPNG
Section 45 UNS Gas, Inc. #619450-FH3EPNG
Section 46 City of Mesa, Arizona #621388-FT1EPNG
Section 47 Salt River Project Letter Agreement
Section 48 Salt River Project #H222T000-FH12EPNG
Section 49 Salt River Project #OA237000-OPASEPNG
Section 50 Texas Gas Service Company Letter Agreement
Section 51 Reserved
Section 52 Reserved

Section 54 City of Mesa, Arizona #621131-OPASEPNG
Section 55 City of Plains, Texas Letter Agreement
Section 56 Reserved
Section 57 City of Morton, Texas Letter Agreement
Section 58 Reserved
Section 59 City of McLean, Texas Letter Agreement
Section 60 Reserved
Section 61 City of Denver City, Texas Letter Agreement
Section 62 Reserved
Section 63 City of Whiteface, Texas Letter Agreement
Section 64 Reserved
Section 65 City of Dumas, Texas Letter Agreement
Section 66 Reserved
Section 67 Village of Corona, NM Letter Agreement
Section 68 Reserved
Section 69 Town of Mountainair, NM Letter Agreement
Section 70 Reserved
Section 71 City of Lordsburg, NM Letter Agreement
Section 72 Reserved
Section 73 E.M.W. Gas Association Letter Agreement
Section 74 Reserved
Section 75 ConocoPhillips Company Letter Agreement
Section 76 ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77 Reserved
Section 78 JPMorgan Chase Bank, N.A. #620901-FT1EPNG
Section 79 Public Service Company of New Mexico Letter Agreement
Section 80 Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81 Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
Section 82 Public Service Company of New Mexico #617905-FT1EPNG
Section 83 Public Service Company of New Mexico #617906-FT1EPNG
Section 84 Public Service Company of New Mexico #617907-FH12EPNG
Section 85 Public Service Company of New Mexico #617908-FH12EPNG
Section 86 New Mexico Gas Company, Inc. Letter Agreement

Section 87 New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88 New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89 New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90 New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91 Comisión Federal de Electricidad #FT3H4000
Section 92 Arizona Public Service Company #613904-FH8EPNG
Section 93 ExxonMobil Oil Corporation #620082-FT1EPNG
Section 94 Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95 Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96 Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97 Arizona Public Service Company #OA239000
Section 98 Apache Corporation #612956-FT1EPNG
Section 99 Reserved
Section 100 Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101 Reserved
Section 102 Reserved
Section 103 Reserved
Section 104 Reserved
Section 105 Reserved
Section 106 Reserved
Section 107 Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108 Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109 Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110 Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111 Sempra Gas & Power Marketing, LLC #615490-FT1EPNG
Section 112 Arizona Public Service Company #613878-FH16EPNG
Section 113 Arizona Public Service Company #613881-FT1EPNG
Section 114 Southwest Gas Corporation #616139-FH3EPNG
Section 115 Southwest Gas Corporation #616140-FT1EPNG
Section 116 WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117 ETC Marketing, Ltd. #617716-FT1EPNG
Section 118 ETC Marketing, Ltd. #617729-FT1EPNG
Section 119 Arizona Public Service Company #617999-FH8EPNG
Section 120 JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121 Tenaska Marketing Ventures #618294-FT1EPNG
Section 122 Tenaska Marketing Ventures #618295-FT1EPNG
Section 123 ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124 Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125 Southwest Gas Corporation #618907-FT1EPNG

Agreement No. 616642-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

EL PASO ELECTRIC COMPANY
(Shipper)

Dated: July 20, 2021

Agreement No. 616642-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: July 20, 2021

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***DP Operator:*** **EL PASO ELECTRIC COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Delivery point aggregation service shall be provided in accordance with the Tariff.

   Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

   D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

   Transporter and DP Operator agree to the use of:

   1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and

   2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

      In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

   Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. ***Term of Operator Point Aggregation Service:*** Beginning: October 1, 2021
   Ending: September 30, 2022
   (This primary term shall not be for a period longer than one year.)

   This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

Agreement No. 616642-OPASEPNG

7. ***Notices and Statements:***

To DP Operator:
EL PASO ELECTRIC COMPANY
P. O. Box 982
El Paso, TX 79960
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

8. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. OA22Y000, originally dated June 1, 2013.

9. ***Governing Law:*** Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**EL PASO ELECTRIC COMPANY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2021.	_____ day of _____, 2021.

EXHIBIT A
To The
Operator Point Aggregation Service Agreement
Rate Schedule OPAS
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EL PASO ELECTRIC COMPANY
(DP Operator)

Dated: July 20, 2021

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Effective Dates: October 1, 2021 through the earlier of the Day prior to the in-service date of the Newman Station #6 delivery meter or ¶6

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	330582/334840*	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	801184	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000

Maximum Hourly Obligation ("MHO")													
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	330582/334840*	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	801184	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625

Effective Dates: The in-service date of the Newman Station #6 delivery meter through ¶6

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	Jun dth/d	Jul dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	330582/334840*	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000	186,000
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	801184	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	55347	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000	62,000

Maximum Hourly Obligation ("MHO")													
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	Jun dth/h	Jul dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	330582/334840*	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750	7,750
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	801184	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625
EP ELEC/EPNG (DEPECELP) NEWMAN PP E	55347	2,584	2,584	2,584	2,584	2,584	2,584	2,584	2,584	2,584	2,584	2,584	2,584

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters.

Reserved

Agreement No. 611727-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 15, 2018

Agreement No. 611727-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 15, 2018

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SEMPRA GAS & POWER MARKETING, LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the additional facilities, in a form and substance satisfactory to Transporter in its sole discretion.

   If the immediately preceding conditions are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. 611727-FT1EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No___X___

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
29,450	May
25,197	June
25,179	July
28,833	August
29,450	September
12,794	October
8,472	November
7,581	December and January
7,580	February
8,471	March
12,794	April

11. ***Term of Firm Transportation Service:*** Beginning: The later of (a) the in-service date of the South Mainline expansion facilities or (b) May 1, 2020 ("Commencement Date")

Ending: Three hundred-two (302) months from the Commencement Date.

12. ***Notices, Statements, and Bills:***

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SEMPRA GAS & POWER MARKETING, LLC**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2018.	_____ day of _____, 2018.

Agreement No. 611727-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 15, 2018

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	Marc h	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure \ (p.s.i.g) Not greater than 2/
IBRCOBND	801185	DSCALEHR	301016	SS1	7,581	7,580	8,471	12,794	29,450	25,197	25,179	28,833	29,450	12,794	6,000	7,581		
KEYSTONE	302132	DSCALEHR	301016	SS1											2,472			
TRANSPORTATION CONTRACT DEMAND					**7,581**	**7,580**	**8,471**	**12,794**	**29,450**	**25,197**	**25,179**	**28,833**	**29,450**	**12,794**	**8,472**	**7,581**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 611727-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: October 15, 2018

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11				

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
IBRCOBND	801185	IMSQUITE	398670					
KEYSTONE	302132	IGRIFFTH	320614	See ¶11	(1a)			
BLANCO	300714	IARLVAL	314985					
BONDADST	300724							

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s): the California maximum reservation rate (currently $12.5875 per Dth per Month). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 619809-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: November 2, 2023

Agreement No. 619809-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 2, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **PHILLIPS 66 ENERGY TRADING LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes ____ No X

Agreement No. 619809-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
35,000	May 1, 2024 – April 30, 2034

11. ***Term of Firm Transportation Service:*** Beginning: October 27, 2023
Ending: April 30, 2034

12. ***Notices, Statements, and Bills:***

To Shipper:
PHILLIPS 66 ENERGY TRADING LLC
2331 CityWest Blvd.
Houston, TX 77042
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 619809-FT1EPNG, originally dated on September 22, 2023.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

PHILLIPS 66 ENERGY TRADING LLC

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. 619809-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: November 2, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: May 1, 2024 – April 30, 2034

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	IPHHUTCH	314852	NN3-AN1	35,000	34,780	35,000	19,250	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	700	
BONDADST	300724	IPHHUTCH	314852	NN3-AN1		220		15,750									700	
TRANSPORTATION CONTRACT DEMAND					**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility. The following contract pressures for the IPHHUTCH delivery point shall be conditioned on the contracting of the corresponding MDQ equivalent at that point (accounting for the heat content as it may change from time to time): no less than 700 p.s.i.g. at 35,000 Mscf/day; no less than 685 p.s.i.g. at 34,000 Mscf/day; no less than 675 p.s.i.g. at 33,000 Mscf/day; no less than 665 p.s.i.g. at 32,000 Mscf/day; no less than 655 p.s.i.g. at 31,000 Mscf/day; no less than 645 p.s.i.g. at 30,000 Mscf/day; no less than 635 p.s.i.g. at 29,000 Mscf/day; no less than 625 p.s.i.g. at 28,000 Mscf/day. For any MDQ quantities at IPHHUTCH less than 28,000 Mscf/day, the pressure shall be the line pressure existing from time to time at the delivery point. For MDQs between the stated volumes, the higher pressure requirement will apply. The pressure requirements set forth herein are conditioned on a continued contractual commitment for this service at the IPHHUTCH delivery point.

Agreement No. 619809-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: November 2, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	May 1, 2024 – April 30, 2034				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT2AN000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

El Paso Natural Gas Company, L.L.C.

And

Navajo Tribal Utility Authority

(Shipper)

Dated: January 18, 2023

Agreement No. FT2AN000-FT1EPNG

Transportation Service Agreement
Rate Schedule FT-1
Dated: January 18, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **NAVAJO TRIBAL UTILITY AUTHORITY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service*****:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

Agreement No. FT2AN000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
3,208	January
3,126	February
2,309	March
1,497	April
925	May
933	June
933	July
934	August
898	September
1,216	October
2,467	November
2,650	December

11. ***Term of Firm Transportation Service:*** Beginning: February 1, 2007
Ending: June 30, 2029

12. ***Notices, Statements, and Bills:***

To Shipper:
NAVAJO TRIBAL UTILITY AUTHORITY
PO Box 170
Fort Defiance, AZ 86504-0170
Attn: Contract Administrator

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2023: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT2AN000-FT1EPNG, last amended on July 1, 2014.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

Agreement No. FT2AN000-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**NAVAJO TRIBAL UTILITY AUTHORITY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. FT2AN000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)
Dated: January 18, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2023 through June 30, 2029

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BONDAD	300722	DNTUAFCP	331026	NN3	1,330	1,296	958	621	384	387	387	387	373	504	1,023	1,099
KEYSTONE	302132	DNTUASJE	300949	SN1	1,878	1,830	1,351	876	541	546	546	547	525	712	1,444	1,551
TRANSPORTATION CONTRACT DEMAND					**3,208**	**3,126**	**2,309**	**1,497**	**925**	**933**	**933**	**934**	**898**	**1,216**	**2,467**	**2,650**

Agreement No. FT2AN000-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: April 1, 2023 through June 30, 2029

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DNTUAFCP	331026	331026	NTUA/EPNG FOUR CORNERS PP													400	
DNTUASJE	300949	331984	NTUA/EPNG MENNONITE MISSION NAVAJO	10	9	7	10	8	9	9	9	9	8	7	8		
DNTUASJE	300949	331546	NTUA/EPNG HUNTERS POINT PRIMARY APA	889	867	610	358	196	193	193	193	187	280	682	735	395	
DNTUASJE	300949	331180	NTUA/EPNG GANADO LATERAL APACHE	750	731	562	358	195	193	193	193	187	279	578	619	400	
DNTUASJE	300949	320384	NTUA/EPNG GREASEWOOD NAVAJO	81	79	61	39	37	40	40	40	37	38	63	67	100	
DNTUASJE	300949	320375	NTUA/EPNG DILKON NAVAJO	84	82	63	55	52	55	55	55	52	53	65	70	125	
DNTUASJE	300949	320312	NTUA/EPNG LEUPP BOARDING SCHOOL COC	64	62	48	56	53	56	56	57	53	54	49	52	40	
CONTRACT METER QUANTITY (CMQ(s))				**1,878**	**1,830**	**1,351**	**876**	**541**	**546**	**546**	**547**	**525**	**712**	**1,444**	**1,551**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. FT2AN000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)
Dated: January 18, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	April 1, 2023 - June 30, 2029				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Reserved

Reserved

Agreement No. 621360-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

DRW ENERGY TRADING LLC
(Shipper)

Dated: February 19, 2025

Agreement No. 621360-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 19, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **DRW ENERGY TRADING LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

Agreement No. 621360-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
25,000	April 1, 2025 - March 31, 2026

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2025
Ending: March 31, 2026

12. ***Notices, Statements, and Bills:***

To Shipper:
DRW ENERGY TRADING LLC
1500 Post Oak
Suite 1625
Houston, TX 77056
Attn: Michelle Schulte

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2025.

DRW ENERGY TRADING LLC

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2025.

Agreement No. 621360-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
DRW ENERGY TRADING LLC
(Shipper)

Dated: February 19, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
TRANSPORTATION CONTRACT DEMAND					**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 621360-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
DRW ENERGY TRADING LLC
(Shipper)

Dated: February 19, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	1/ 1a/				

Agreement No. 621360-FT1EPNG

EXHIBIT B
(CONT.)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302347 STML SJN 302344 STML ANA 302346 STML PER 43886 RYAN GULCH 42235 LOVE RANCH 40237 GREASEWOOD 332569 DAGMOJ 301016 DSCALEHR 301693 INORBAJA	300716 BLANTRAN 300726 BONDTRAN 300729 BONSTRAN 302136 KEYTRAN 302407 WAHATRAN 301595 IKEYSTOR 301016 DSCALEHR 301693 INORBAJA 314350 INGPLMOR 314604 DPG&ETOP 332503 DSCALTOP 332554 KRAMER 332531 SOCWR 314347 INWPLBLA 301881 ITCOLBLA 41781 DARK CANYON 42223 YELLOW JACKET PASS 42235 LOVE RANCH 40379 HARE CANYON 36106 TRANSWESTERN BLANCO 332569 DAGMOJ 314513 ICANUTE 334834 IREDBULL 305421 INNDUMAS 301360 IBIGBLUE 54316 DPHPWAHA 53626 STERLING 53595 BENEDUM 53931 WAHA BI-DI ROLLUP 301560 IGRAMARI 49748 DPECSTRL 314430 INN30PLA 314442 INNWAHA 300705 ANADTRAN 50540 IAGUABLA 43886 RYAN GULCH 302075 IWESTARW 301717 IIGNACIO 302250 PLNSTRAN	See ¶11	1/ 1a/			

Agreement No. 621360-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of $0.7604 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of Transporter's Tariff, which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Reserved

Reserved

Agreement No. FT2AE000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

CITY OF MESA, ARIZONA

(Shipper)

Dated: February 25, 2025

Agreement No. FT2AE000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 25, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **CITY OF MESA, ARIZONA**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

(iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period** May 1, 2025 through June 30, 2075
8,567	May
5,551	June
5,552	July
5,556	August
5,343	September
6,381	October
8,898	November
10,880	December
14,372	January
11,454	February
8,747	March
7,775	April

11. ***Term of Firm Transportation Service:*** Beginning: February 1, 2007
Ending: June 30, 2075

Agreement No. FT2AE000-FT1EPNG

12. ***Notices, Statements, and Bills:***

To Shipper:
CITY OF MESA, ARIZONA
P.O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466
Attn: Director, Energy Resources Department

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AE000-FT1EPNG, last amended on December 22, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will not apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**CITY OF MESA, ARIZONA**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2025.	_____ day of _____, 2025.

Agreement No. FT2AE000-FT1EPNG

EXHIBIT A
To The
Firn Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DMESAPHX	300931	NS3	3,523	2,828	1,531	1,586	1,956	925	875	724	854	1,287	1,631	3,402
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	1,156	1,213	622	644	608	734	1,056	1,610	1,317
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	DMESAPHX	300931	SS1	8,408	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
TRANSPORTATION CONTRACT DEMAND					**14,372**	**11,454**	**8,747**	**7,775**	**8,567**	**5,551**	**5,552**	**5,556**	**5,343**	**6,381**	**8,898**	**10,880**

Effective Dates: The ISD through June 30, 2075

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DMESAPHX	300931	NS3	3,371	2,303	1,151	1,336	1,756	725	775	624	654	1,087	1,331	2,931
BONDADST	300724	DMESAPHX	300931	CC1	2,202	1,789	1,492	1,156	1,213	622	644	608	734	1,056	1,610	1,317
KEYSTONE	302132	DMESAPHX	300931	SS1	239	208	1,093	1,376	1,709	1,849	1,860	2,057	1,430	962	895	
WAHA	302404	DMESAPHX	300931	SS1	7,773	6,629	4,631	3,657	3,689	2,155	2,173	2,167	2,325	3,076	4,762	6,161
BONDADST	300724	DCLAUSEN	57252	NS3	152	525	380	250	200	200	100	100	200	200	300	471
WAHA	302404	DCLAUSEN	57252	SS1	635											
TRANSPORTATION CONTRACT DEMAND					**14,372**	**11,454**	**8,747**	**7,775**	**8,567**	**5,551**	**5,552**	**5,556**	**5,343**	**6,381**	**8,898**	**10,880**

Agreement No. FT2AE000-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	330059	CLAUSEN METER #1 PINA	787	525	380	250	200	200	100	100	200	200	300	471	245	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
CONTRACT METER QUANTITY (CMQ(s))				**14,372**	**11,454**	**8,747**	**7,775**	**8,567**	**5,551**	**5,552**	**5,556**	**5,343**	**6,381**	**8,898**	**10,880**		

Effective Dates: The ISD through June 30, 2075

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	2,669	2,206	2,157	2,286	2,869	2,127	1,966	2,123	2,084	2,109	2,311	2,786	450	
DMESAPHX	300931	334820	GANTZEL METER STATION	881	343	383	368	366	380	336	361	369	404	428	718	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	200	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	6,485	5,831	3,287	2,218	1,898	338	847	487	236	1,155	3,120	3,400	325	
DMESAPHX	300931	55316	SHERWOOD DELIVERY	3,549	2,548	2,539	2,652	3,233	2,505	2,302	2,484	2,453	2,512	2,738	3,504	525	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
CONTRACT METER QUANTITY (CMQ(s))				**13,585**	**10,929**	**8,367**	**7,525**	**8,367**	**5,351**	**5,452**	**5,456**	**5,143**	**6,181**	**8,598**	**10,409**		

Agreement No. FT2AE000-FT1EPNG

EXHIBIT A
(CONT.)

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT2AE000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or June 30, 2075				
As listed in Exhibit A	As listed in Exhibit A	The ISD through June 30, 2075				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Reserved

Reserved

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Comision Federal de Electricidad

Dated: October 1, 2014

Transportation Service Agreement
Rate Schedule FT-1
Dated: October 1, 2014

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **COMISION FEDERAL DE ELECTRICIDAD**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes__X__ No_____

9. ***Term of Agreement:*** Beginning: October 1, 2014
   Ending: September 30, 2035

   Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extensions thereof, to be administered in accordance with the notice provisions of the Tariff.

10. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
162,900	October 1, 2014 – October 31, 2017
200,000	November 1, 2017 – September 30, 2035

12. ***Notices, Statements, and Bills:***

To Shipper: Comision Federal de Electricidad
Periferico Sur No. 4156. Piso 2
Col. Fuentes del Pedregal
C.P. 01900 Mexico, D.F.
Attn: Lic. Jorge Granados Monroy

To Transporter: See "Points of Contact" in the Tariff.

13. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

14. ***Creditworthiness:*** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Section 14(a) Shipper"), then the Section 14(a) Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement, and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Shipper's Tangible Net Worth. For purposes of this Section 14(a), "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets).

If at any time during the term of this Agreement, a Section 14(a) Shipper's S&P or Moody's rating falls below the levels described above, or a Section 14(a) Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that the Section 14(a) Shipper's ratings are below that level or a Section 14(a) Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If a Section 14(a) Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Section 14(a) Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) Upon request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, as set forth above, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within ten (10) business days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

COMISION FEDERAL DE ELECTRICIDAD

By_____
Francisco de la Parra Diaz de León
Subdirector de Energéticos

Date_____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Date_____

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

Effective Dates: If the in-service date of the Sierrita Pipeline (as described in FERC Docket No. CP13-73-000) ("Sierrita In-Service Date") is on or before October 1, 2014, then from October 1, 2014, through October 31, 2014, or if the Sierrita In-Service Date is after October 1, 2014, but before October 31, 2014, then from the Sierrita In-Service Date through October 31, 2014

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	TBD (SIERRITA)	TBD	CC1										20,400				
BLANCO	216748	TBD (SIERRITA)	TBD	NS3										142,500				
TRANSPORTATION CONTRACT DEMAND														**162,900**				

Effective Dates: If the Sierrita In-Service Date is after October 1, 2014, then from October 1, 2014 through the earlier of the Sierrita In-Service Date or October 31, 2014

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	INORBAJA	301068	CC1										20,400				
BLANCO	216748	INORBAJA	301068	NS3										142,500				
TRANSPORTATION CONTRACT DEMAND														**162,900**				

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

Effective Dates: If the Sierrita In-Service Date is on or before November 1, 2014, then from November 1, 2014, through October 31, 2017, or if the Sierrita In-Service Date is after November 1, 2014, but before October 31, 2017, then from the Sierrita In-Service Date through October 31, 2017

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	TBD (SIERRITA)	TBD	CC1	15,300	15,300	15,300	5,800	5,800	5,800	5,800	5,800	5,800	5,800	15,300	15,300		
BLANCO	216748	TBD (SIERRITA)	TBD	NS3	107,600	107,600	107,600	117,100	117,100	117,100	117,100	117,100	117,100	117,100	107,600	107,600		
ANADARKO	216823	TBD (SIERRITA)	TBD	AN2-CC1	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
TRANSPORTATION CONTRACT DEMAND					**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**		

Effective Dates: If the Sierrita In-Service Date is after November 1, 2014, then from November 1, 2014 through the earlier of the Sierrita In-Service Date or October 31, 2017

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	INORBAJA	301068	CC1	15,300	15,300	15,300	5,800	5,800	5,800	5,800	5,800	5,800	5,800	15,300	15,300		
BLANCO	216748	INORBAJA	301068	NS3	107,600	107,600	107,600	117,100	117,100	117,100	117,100	117,100	117,100	117,100	107,600	107,600		
ANADARKO	216823	INORBAJA	301068	AN2-CC1	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
TRANSPORTATION CONTRACT DEMAND					**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**	**162,900**		

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

Effective Dates: November 1, 2017 - September 30, 2020

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	TBD (SIERRITA)	TBD	CC1	85,300	15,300	15,300	5,200	5,200	5,200	5,200	5,200	5,200	5,200	15,300	45,900		
BLANCO	216748	TBD (SIERRITA)	TBD	NS3	37,600	107,600	107,600	117,700	117,700	117,700	117,700	117,700	117,700	117,700	107,600	77,000		
BLANCO	216748	DSCALEHR	42124	CC1	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100		
ANADARKO	216823	TBD (SIERRITA)	TBD	AN2-CC1	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
TRANSPORTATION CONTRACT DEMAND					**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**		

Effective Dates: October 1, 2020 - September 30, 2035

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	TBD (SIERRITA)	TBD	CC1	85,335	84,300	84,865	89,465	75,140	54,570	43,485	48,250	65,535	77,640	67,200	86,050		
BLANCO	216748	TBD (SIERRITA)	TBD	NS3	37,565	38,600	38,035	33,435	47,760	68,330	79,415	74,650	57,365	45,260	55,700	36,850		
BLANCO	216748	DSCALEHR	42124	CC1	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100	37,100		
ANADARKO	216823	TBD (SIERRITA)	TBD	AN2-CC1	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
TRANSPORTATION CONTRACT DEMAND					**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**		

Shipper's Transportation Contract Demand: See Paragraph 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: October 1, 2014

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	October 1, 2014 - September 30, 2035	(1a)			

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN STML ANA	216824 216822 216823	DPG&ETOP DSCALTOP DPMEXWIL DSCALEHR DMOJAVE ISAMLELP IWILCOXD INORBAJA DCCTSHLL TBD (SIERRITA)	157 170 490 42124 90469 233682 295510 301068 1261293 TBD	October 1, 2014 - September 30, 2035	(1a)			

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $13.2399 per Dekatherm per month. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Reserved

Reserved

Agreement No. H6223000-FH16EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

EL PASO ELECTRIC COMPANY

Dated: July 20, 2021

Agreement No. H6223000-FH16EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: July 20, 2021

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **EL PASO ELECTRIC COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service***: Sixteen Hour Peaking "FTH-16."

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   Construction of Facilities:

   The parties agree and acknowledge that Transporter must use good-faith, commercially reasonable efforts to receive all necessary regulatory approvals, permits, and other authorizations to complete the construction of the Newman Station #6 delivery meter in order to provide a portion of the transportation service for Shipper under this Agreement. The construction of the Newman Station #6 delivery meter by Transporter will include but not be limited to metering facilities and up to 1 mile of pipeline near the intersection of Transporter's Line Nos. 1100, 1103 and 1600.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. H6223000-FH16EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate Agreement:*** Yes_____ No__X__

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
220,000	April - October
202,872	November - March

11. ***Term of Firm Transportation Service:*** Beginning: August 1, 2006
Ending: December 31, 2033

12. ***Recovery for Carbon Tax and Greenhouse Gas Costs***

Subject to Paragraph 4 “Changes in Rates and Terms”, Shipper shall pay Transporter for any FERC-approved costs incurred by Transport in connection with any greenhouse gas emissions tax or charges imposed on Transporter including, but not limited to, any command and control costs, cap and trade costs, or any other greenhouse gas emissions-related costs arising from any statutory or regulatory framework whatsoever (“Greenhouse Gas Costs”). Transporter shall seek to recover from all of its shippers through a FERC proceeding any Greenhouse Gas Costs that are imposed on Transporter or the cost of any greenhouse gas mitigation efforts that are incurred by Transporter to eliminate or offset its carbon emissions. Transporter may make multiple tariff filings to permit the recovery of Greenhouse Gas Costs separately.

13. ***Notices, Statements, and Bills:***

To Shipper:
EL PASO ELECTRIC COMPANY
P.O. Box 982
El Paso, TX 79960
Attn: Contract Administrator

To Transporter: See “Points of Contact” in the Tariff.

14. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on October 1, 2021: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. H6223000-FH16EPNG, last amended on June 1, 2013.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Agreement No. H6223000-FH16EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**EL PASO ELECTRIC COMPANY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2021.	_____ day of _____, 2021.

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EL PASO ELECTRIC COMPANY
(Shipper)
Dated: July 20, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: October 1, 2021 through December 31, 2033

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DEPECAFT	300842	NS3	5,897	7,644	10,093	15,085	12,676	11,879	12,487	7,882	12,954	14,460	9,892	3,263
BLANCO	300714	DEPECAFT	300842	NS1	6,242	2,207	4,224	3,820	6,015	3,148	4,649	2,950	3,547	2,387	3,277	4,514
BLANCO	300714	DEPECAFT	300842	CC1	1,191	1,648	2,299	2,852	2,550	1,918	2,051	1,305	2,409	2,500	2,063	960
KEYSTONE	302132	DEPECAFT	300842	SS1	12,066	14,916	12,303	12,371	14,658	17,048	15,599	17,629	15,663	15,491	12,981	16,461
WAHA	302404	DEPECAFT	300842	SS1	15,604	14,585	12,081	15,872	14,101	16,007	15,214	20,234	15,427	15,162	12,787	15,802
BLANCO	300714	DEPECELP	300843	NS3	6,445	7,107	7,410	12,671	7,952	13,618	10,214	8,323	11,424	18,906	10,004	2,805
BLANCO	300714	DEPECELP	300843	NS1	4,865	9,321	8,224	7,223	6,766	8,926	7,367	7,926	7,096	9,177	8,488	4,843
BLANCO	300714	DEPECELP	300843	CC1	2,722	2,747	2,513	3,002	2,008	2,875	2,102	1,960	2,702	4,162	2,899	1,597
KEYSTONE	302132	DEPECELP	300843	SS1	41,515	35,779	37,664	39,910	44,120	24,146	31,522	37,349	30,783	12,813	36,099	33,489
WAHA	302404	DEPECELP	300843	SS1	106,325	106,918	106,061	107,194	109,154	120,435	118,795	114,442	117,995	124,942	104,382	119,138
TRANSPORTATION CONTRACT DEMAND					**202,872**	**202,872**	**202,872**	**220,000**	**220,000**	**220,000**	**220,000**	**220,000**	**220,000**	**220,000**	**202,872**	**202,872**

Effective Dates: October 1, 2021 through the earlier of the Day prior to the in-service date of the Newman Station #6 delivery meter ("In-Service Date") or December 31, 2033.

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not Greater than 3/
DEPECAFT	300842	300697	EP ELEC/EPNG RIO GRANDE # 9 DELIVER													125	
DEPECAFT	300842	320561	EP ELEC/EPNG RIO GRANDE PLANT 30-0													125	
DEPECAFT	300842	330002	EP ELEC/EPNG RIO GRANDE PLANT 20-56													125	
DEPECELP	300843	334840	EP ELEC/EPNG NEWMAN STATION #5 DELI													500	
DEPECELP	300843	801184	EP ELEC/EPNG MONTANA POWER PLANT DE	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	500	
DEPECELP	300843	330582	EP ELEC/EPNG NEWMAN POWER PLANT EL	71,872	71,872	71,872	80,000	80,000	80,000	80,000	80,000	80,000	80,000	71,872	71,872	250	
CONTRACT METER QUANTITY (CMQ(s))				**161,872**	**161,872**	**161,872**	**170,000**	**170,000**	**170,000**	**170,000**	**170,000**	**170,000**	**170,000**	**161,872**	**161,872**		

Effective Dates: The In-Service Date through December 31, 2033

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not Greater than 3/
DEPECAFT	300842	300697	EP ELEC/EPNG RIO GRANDE # 9 DELIVER													125	
DEPECAFT	300842	320561	EP ELEC/EPNG RIO GRANDE PLANT 30-0													125	
DEPECAFT	300842	330002	EP ELEC/EPNG RIO GRANDE PLANT 20-56													125	
DEPECELP	300843	334840	EP ELEC/EPNG NEWMAN STATION #5 DELI													500	
DEPECELP	300843	801184	EP ELEC/EPNG MONTANA POWER PLANT DE	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	500	
DEPECELP	300843	330582	EP ELEC/EPNG NEWMAN POWER PLANT EL	71,872	71,872	71,872	80,000	80,000	80,000	80,000	80,000	80,000	80,000	71,872	71,872	250	
DEPECELP	300843	55347	NEWMAN STATION #6													650	
CONTRACT METER QUANTITY (CMQ(s))				**161,872**	**161,872**	**161,872**	**170,000**	**170,000**	**170,000**	**170,000**	**170,000**	**170,000**	**170,000**	**161,872**	**161,872**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EL PASO ELECTRIC COMPANY
(Shipper)
Dated: July 20, 2021

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed on Exhibit A	As listed on Exhibit A	October 1, 2021 - December 31, 2033				

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 618708-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

and

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: February 25, 2025

Agreement No. 618708-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 25, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.

2. **Shipper:** ARIZONA ELECTRIC POWER COOPERATIVE, INC.

3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. **Construction of Diamondback Facilities**. The Parties recognize that Transporter must construct pipelines (the "Delivery Pipelines"), a meter station, and related facilities to deliver gas to the proposed Diamondback Delivery Meter Station (PIN No. 56372) (located in Mohave County, Arizona at 34.928347, -114.550864) under this Agreement (the "Diamondback Facilities"). The Delivery Pipelines will cross lands managed by the U.S. Department of the Interior, Bureau of Land Management (the "BLM") or the Arizona State Land Department (the "ASLD"), to be determined as follows:

   (a) Following the date hereof, Transporter will use reasonable efforts to acquire an easement from the BLM allowing Transporter to construct the Delivery Pipelines on BLM lands located between (i) Transporter's Line 2121 (at 34.930230, -114.538342) and the Diamondback Delivery Meter Station and (ii) Transporter's Line 2153 (at 34.930853, -114.532787) and the Diamondback Delivery Meter Station (the "BLM Easement").

Agreement No. 618708-FT1EPNG

(b) At any time prior to the earlier of (i) the date Transporter obtains the BLM Easement and (ii) October 31, 2025, Shipper may direct Transporter by written notice (an "Easement Notice") to cease acquiring the BLM Easement and use reasonable efforts to acquire an easement from the ASLD allowing Transporter to construct the Delivery Lines on ASLD lands located between (x) Transporter's Line 2121 (at 34.906792, -114.529873) and the Diamondback Delivery Point and (y) Transporter's Line 2153 (at 34.906756, -114.529694) and the Diamondback Delivery Point (the "ASLD Easement").

Subject to receipt by Transporter of all necessary land rights and governmental approvals, permits, and other authorizations in form and substance satisfactory to Transporter in its sole discretion, including receipt of the BLM Easement or the ASLD Easement, as the case may be, Transporter will use reasonable efforts to construct and place the Diamondback Facilities into service by June 1, 2026. The date the Diamondback Facilities are actually placed in-service is referred to herein as the "Diamondback In-Service Date."

7. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

8. **Rates and Surcharges:** As provided in Section 4.18 of the GT&C of the Tariff, the parties agree to a negotiated reservation rate of $12.7415 per Dekatherm per Month (the "BLM Rate"); *provided, that*, if Shipper delivers an Easement Notice to Transporter, then the negotiated reservation rate shall be $13.5202 per Dekatherm per Month (the "ASLD Rate"). In either case, the negotiated reservation rate shall not be subject to any applicable maximum or minimum reservation rates set forth in the Tariff and shall be payable regardless of quantities transported.

   If Shipper delivers an Easement Notice to Transporter, then Shipper shall (a) begin paying the ASLD Rate in the month during which such notice is received and (b) pay Transporter an amount equal to the product of (i) $0.7787 per Dekatherm (such amount being the difference between the ASLD Rate and the BLM Rate), *multiplied by* (ii) the TCD, *multiplied by* (iii) the number of calendar months between and including April 2025 and the month prior to the month during which Transporter receives the Easement Notice (the "True Up Amount"). For example, if Transporter receives an Easement Notice in August 2025, the True Up Amount would be $129,176.9856 (*i.e.*, $0.7787 per Dekatherm *multiplied by* 41,472 Dth/day *multiplied by* 4 months).

9. **Exhibits:** Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

10. **Negotiated Rate:** Yes __X__ No ____

Agreement No. 618708-FT1EPNG

11. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
41,472	April 1, 2025 - March 31, 2055

12. **Term of Firm Transportation Service:**

Beginning: April 1, 2025

Ending: March 31, 2055

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C of the Tariff.

13. **Notices, Statements, and Bills:**

To Shipper:

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
Benson, AZ 85602
Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

14. **Effect on Prior Agreement(s):** From and after April 1, 2025, this Agreement amends and restates that certain Firm Transportation Service Agreement (Agreement No. 618708-FT1EPNG) dated August 1, 2024, by and between Transporter and Shipper.

15. **Recovery for Carbon Tax and Greenhouse Gas Costs:** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs.

16. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

Agreement No. 618708-FT1EPNG

17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2025.	_____ day of _____, 2025.

Agreement No. 618708-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)
Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶11

Effective Dates: April 1, 2025 through the earlier of (a) March 31, 2055 and (b) the day before the Diamondback In-Service Date (as defined in ¶6)

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DPGE&TOP	314604	NN1	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472		
TRANSPORTATION CONTRACT DEMAND					**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**		

Effective Dates: Diamondback In-Service Date through March 31, 2055

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DIAMDBKD	57469	NN1	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472	41,472		
TRANSPORTATION CONTRACT DEMAND					**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**	**41,472**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 618708-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: February 25, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶12	See ¶8 1a/			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time.	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time.	See ¶12	See ¶8			

Agreement No. 618708-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the applicable negotiated reservation rate stated in paragraph 8 of this Agreement, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Agreement No. 620799-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

MIECO LLC
(Shipper)

Dated: February 5, 2025

Agreement No. 620799-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 5, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MIECO LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

Agreement No. 620799-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
65,212	April 1, 2025 – March 31, 2026

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2024
Ending: March 31, 2026

12. ***Notices, Statements, and Bills:***

To Shipper:
MIECO LLC
Land Mark Square
111 W Ocean Blvd, Suite 1600
Long Beach, CA 90802
Attn: Pete Milosek

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This Agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. 620799-FT1EPNG, originally dated August 6, 2024.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2025.

MIECO LLC

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2025.

Agreement No. 620799-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MIECO LLC
(Shipper)

Dated: February 5, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2025 – March 31, 2026

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
WRH/TRANS COL RYAN GULCH RIO BLANCO	43886	BLANTRAN	300716	NN3	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212	65,212		
TRANSPORTATION CONTRACT DEMAND					**65,212**	**65,212**	**65,212**	**65,212**	**65,212**	**65,212**	**65,212**	**65,212**	**65,212**	**65,212**	**65,212**	**65,212**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 620799-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MIECO LLC
(Shipper)

Dated: February 5, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	April 1, 2025 – March 31, 2026	1/ 1a/				

Agreement No. 620799-FT1EPNG

EXHIBIT B
(CONT.)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302347 STML SJN 302344 STML ANA 302346 STML PER 43886 RYAN GULCH 42235 LOVE RANCH 40237 GREASEWOOD 332569 DAGMOJ 301016 DSCALEHR 301693 INORBAJA 332503 DSCALTOP 314604 DPG&ETOP 36106 TW BLANCO	300716 BLANTRAN 300726 BONDTRAN 300729 BONSTRAN 302136 KEYTRAN 302407 WAHATRAN 301595 IKEYSTOR 301016 DSCALEHR 301693 INORBAJA 314350 INGPLMOR 314604 DPG&ETOP 332503 DSCALTOP 332554 KRAMER 332531 SOCWR 314347 INWPLBLA 301881 ITCOLBLA 41781 DARK CANYON 42223 YELLOW JACKET PASS 42235 LOVE RANCH 40379 HARE CANYON 36106 TRANSWESTERN BLANCO 332569 DAGMOJ 314513 ICANUTE 334834 IREDBULL 305421 INNDUMAS 301360 IBIGBLUE 54316 DPHPWAHA 53626 STERLING 53595 BENEDUM 53931 WAHA BI-DI ROLLUP 301560 IGRAMARI 49748 DPECSTRL 314430 INN30PLA 314442 INNWAHA 300705 ANADTRAN 50540 IAGUABLA 43886 RYAN GULCH 302075 IWESTARW 301717 IIGNACIO 302250 PLNSTRAN	April 1, 2025 – March 31, 2026	1/ 1a/			

Agreement No. 620799-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s) of $2.7618 per Dth per Month for the additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to and limited by Section 4.9 of the GT&C of Transporter's Tariff, which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Reserved

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER
RATE SCHEDULE FT-2

THIS AGREEMENT is made and entered into as of this 1st day of December, 2012, by and between **EL PASO NATURAL GAS COMPANY, L.L.C.**, a Delaware corporation, hereinafter referred to as "El Paso," and **DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.**, a Arizona corporation, hereinafter referred to as "Shipper"

WHEREAS, El Paso owns and operates a natural gas transmission system; and

WHEREAS, Shipper operates facilities for distribution of natural gas delivering gas to residential and small commercial customers located in Greenlee County, Arizona; and

WHEREAS, El Paso owns and operates a natural gas transmission system connected to Shipper's facilities; and

WHEREAS, El Paso has a blanket certificate authorizing transportation pursuant to Subpart G of Part 284 of the Regulations promulgated by the Federal Energy Regulatory Commission ("Commission"); and

WHEREAS, El Paso and Shipper desire to enter into this agreement providing for the transportation on a firm basis by El Paso from points of receipt located in various states to delivery points located in the State of Arizona, pursuant to Subpart G of Part 284 of the Commission's Regulations; and

WHEREAS, Shipper acquired its natural gas distribution facilities and other related assets when Duncan Rural Services Corporation was dissolved as a legal entity and all of its assets were transferred to Shipper as approved by The Arizona Corporation Commission on June 28th, 2007 based on decision no. 69679 for Docket Nos. G-02528A-06-0729 and E-01703A-06-0729; and

WHEREAS, Shipper notified El Paso on or about July 19th, 2012 of the assignment of all of the natural gas assets from Duncan Rural Services Corporation to Shipper; and

WHEREAS, Shipper otherwise qualifies for service under El Paso's Rate Schedule FT-2 service and intends to provide natural gas service that is similar in nature and scope to the service previously provided by Duncan Rural Services Corporation.

NOW THEREFORE, in consideration of the representations, covenants and conditions herein contained, El Paso and Shipper agree as of the date first above written as follows:

ARTICLE I

Gas to be Transported

1.1 Subject to the terms and provisions of this Agreement and of El Paso's Rate Schedule FT-2, El Paso agrees to receive on each day at each receipt point, such quantity of natural gas, if any, up to the Maximum Receipt Quantity specified for each receipt point on Exhibit A, not to exceed the physical capacity of such point, as may be tendered to El Paso by Shipper (or for Shipper's account), and to transport such quantity on a firm basis for Shipper; provided, however, that Shipper is obligated to tender or cause to be tendered its full requirements on any day for transportation by El Paso and, provided further, that a full requirements shipper's Maximum Delivery Quantity on any day shall be its full requirements on that day, up to a maximum of 10,000 dth per day. Shipper's full requirements means natural gas sufficient to supply the requirements of Shipper in serving its customers situated in each community or area shown on Exhibit B hereto unless otherwise indicated thereon, including all gas lost or unaccounted for by the Shipper and all gas otherwise used or resold by the Shipper in

those communities and areas shown on Exhibit B hereto, but in no event shall the quantity for each such community or area exceed that shown on Exhibit B.

1.2 In addition to the quantity which Shipper may tender or cause to be tendered to El Paso at each receipt point each day for firm transportation in accordance with paragraph 1.1, Shipper shall tender or cause to be tendered to El Paso at that point that quantity of natural gas as may be required from time to time to compensate El Paso for Fuel and L&U for volumes associated with such transportation. Such additional quantity is additive to (and shall not be considered as constituting a part of) Shipper's Maximum Receipt Quantity at such receipt point.

1.3 In accordance with Section 6.1 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2, El Paso shall deliver and Shipper shall accept or cause to be accepted at the delivery point(s) referenced in paragraph 2.2 of Article II, a quantity of natural gas equivalent, on a dth basis, to the sum of the quantities of natural gas received by El Paso at the receipt points for transportation hereunder in accordance with paragraph 1.1

1.4 If on any day El Paso should determine that the transportation capacity of its facilities is insufficient to transport all volumes of natural gas up to the Shipper's full requirements, up to a maximum of 10,000 Dth per day, as tendered for transportation under this Agreement and by other shippers under similar, firm transportation agreements, El Paso shall allocate the available transportation capacity on the basis set forth in the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

ARTICLE II

Receipt Point(s), Delivery Point(s) and Delivery Pressures

2.1 The Receipt Point(s) at which Shipper shall cause natural gas to be tendered to El Paso for transportation hereunder are described in Exhibit A to this Agreement. The delivery pressure and other pertinent factors are also set forth in Exhibit A.

2.2 The Delivery Point(s) at which El Paso shall deliver hereunder, are described in Exhibit B to this Agreement. The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

ARTICLE III

Rate, Rate Schedule(s) and General Terms and Conditions

3.1 Shipper shall pay El Paso for services rendered hereunder in accordance with El Paso's Rate Schedule FT-2, or superseding rate schedule(s), on file with and subject to the jurisdiction of the Commission and lawfully in effect from time to time.

3.2 The parties hereto agree that El Paso shall have the right from time to time to propose and file with the Commission, in accordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in:

(a) the rate(s) and Rate Schedule incorporated by reference as a part of this Agreement pursuant to this Article III; and

(b) the General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto;

provided, however, that Shipper shall have the right to protest any such changes before the Commission (or successor governmental agency) or other authorities and to exercise any other rights that Shipper may have with respect thereto.

3.3 This Agreement in all respects is subject to the provisions of El Paso's Rate Schedule FT-2, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said transportation rate schedule filed by El Paso with the Commission, all of which are by reference made a part hereof.

3.4 Certain of the General Terms and Conditions may be adjusted for the purpose of this Agreement and any such adjustments shall be set forth in Exhibit C to this Agreement.

ARTICLE IV

Regulatory Requirements and Conditions Precedent

4.1 The transportation arrangements provided for in this Agreement are subject to the provisions of Subpart G of Part 284 of the Commission's Regulations, as amended from time to time.

4.2 Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have been met: (NOT APPLICABLE)

ARTICLE V

Term

5.1 This Agreement shall become effective as of August 15, 1991, as amended and restated effective December 1, 2012.

5.2 After this Agreement becomes effective, it shall continue in full force and effect, for a primary term of one (1) year, and thereafter from year to year until terminated by written notice so stating given no less than three hundred sixty-five (365) days in advance of either party to the other.

5.3 Termination of this Agreement shall not relieve El Paso or Shipper of the obligation to correct any volume imbalances hereunder, or either party of the obligation, if any, to pay monies to the other party.

ARTICLE VI

Cancellation of Prior Contracts

6.1 When this Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties hereto: (NOT APPLICABLE)

ARTICLE VII

Notices

7.1 Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and shall be mailed by registered or certified mail or delivered in hand to the following address of the other party:

El Paso: El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Attention: Director, Marketing and
Account Services Departments

Shipper: Duncan Valley Electric Cooperative, Inc.
Post Office Box 440
Duncan, AZ 85534
Attention: Steve Lunt (928) 359-2503
stevel@dvec.org

or to such other address as a party shall designate by formal written notice. Routine communications may be mailed by ordinary mail. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to El Paso for services rendered hereunder shall be made in accordance with Section 12 of the General Terms and Conditions incorporated by reference in Rate Schedule FT-2.

ARTICLE VIII

Other Operating Provisions

(NOT APPLICABLE)

ARTICLE IX

Miscellaneous

9.1 El Paso and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the General Terms and Conditions incorporated by reference in El Paso's Rate Schedule FT-2.

9.2 All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that El Paso recovers in the course of transporting the quantities of natural gas tendered hereunder to Shipper shall be El Paso's sole property and El Paso shall not be obligated to account to Shipper for any value, whether or not realized by El Paso, that may attach or be said to attach to such substances.

9.3 Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Agreement.

9.4 With El Paso's prior consent, which shall not be unreasonably withheld, Shipper may convert any one or more full requirements delivery point(s) hereunder to delivery point(s) with a fixed Maximum Delivery Quantity or reduce the Maximum Delivery Quantity for any delivery point that has a Maximum Delivery Quantity. Shipper may provide El Paso with one year's prior written notice of Shipper's desire to effect such conversion or reduction. The notice shall specify the applicable Maximum Delivery Quantity for each delivery point to be converted or reduced, which Maximum Delivery Quantity shall not be more than the actual delivery capacity for such delivery point(s). Conversion of any one or more points hereunder shall not affect the full requirements status of Shipper's remaining delivery point(s); however, Shipper's service will continue to be limited to no more than 10,000 Dth per day under its Agreement. If El Paso does not notify Shipper in writing within one hundred eighty (180) days after receiving such notice that El Paso objects to such conversion or reduction, El Paso shall be deemed to have consented thereto.

9.5 Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court. EPNG and Shipper further agree that Article 11.2(b) of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363-000 will apply only to this Agreement and to no other contracts or agreements regardless of whether any other contracts or agreements may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two (2) original counterparts, by their duly authorized officers, the day and year first set forth herein.

ATTEST: **EL PASO NATURAL GAS COMPANY, L.L.C.**

By_____ By_____

Title_____ Title Director of Marketing

ATTEST: **DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.**

By_____ By_____

Title_____ Title Vice President

EXHIBIT A

To The
Transportation Service Agreement
Dated August 15, 1991
as Amended and Restated
Between El Paso Natural Gas Company, L.L.C.
and Duncan Valley Electric Cooperative, Inc.

Receipt Point(s)	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dth/d)	
216748 - BLANCO		January	223
		February	218
		March	242
		April	345
		May	157
		June	210
		July	131
		August	92
		September	228
		October	328
		November	166
		December	236
216747 - BONDAD		January	29
		February	29
		March	32
		April	45
		May	21
		June	27
		July	18
		August	13
		September	30
		October	43
		November	22
		December	31
340827 - BONDADST		January	104
		February	102
		March	111
		April	159
		May	72
		June	97
		July	61
		August	43
		September	106
		October	152
		November	76
		December	109

EXHIBIT A
(Cont.)

Receipt Point(s)	Delivery Pressure(s) (psig)*	Maximum Daily Quantity (Dth/d)	
340828 - RIOVISTA		January	15
		February	15
		March	16
		April	23
		May	11
		June	14
		July	9
		August	6
		September	15
		October	23
		November	11
		December	16

* Necessary pressure to enter the El Paso System and, except as otherwise noted, not in excess of.

A. Effective Date of this Exhibit A: **December 1, 2012.**

B. Supersedes Exhibit A Effective: **August 15, 1991.**

DUNCAN VALLEY ELECTRIC COOPERATIVE, INC. **EL PASO NATURAL GAS COMPANY, L.L.C.**

By_____ By_____

Date_____ Date_____

EXHIBIT B

To The
Transportation Service Agreement
Dated August 15, 1991
as Amended and Restated
Between El Paso Natural Gas Company, L.L.C.
and Duncan Valley Electric Cooperative, Inc.

Delivery Point(s)	Maximum Delivery Quantity (Dth/d)	
216800 - DDUN G-M - NS1	January	371
	February	364
	March	401
	April	572
	May	261
	June	348
	July	219
	August	154
	September	379
	October	546
	November	275
	December	392

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Meter No.	Meter DRN Code(s)	Description	Delivery Pressure (p.s.i.g.) Not less than*	Delivery Pressure (p.s.i.g.) Not greater than*
DDUN G-M	216800	20059	386	Duncan No. 2	50	
DDUN G-M	216800	20060	385	Franklin	75	
DDUN G-M	216800	20058	370	Duncan No. 1	45	
DDUN G-M	216800	34712	125826	Mainline Tap		

* Unless otherwise specified on this exhibit, the delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
(Cont.)

El Paso shall be obligated to deliver hereunder, up to a maximum of 10,000 dth per day, in accordance with paragraph 1.3 of the Agreement and Section 6.2 of the General Terms and Conditions contained in El Paso's Volume No. 1-A Tariff, or superseding tariff, up to Shipper's full requirements, except for those delivery point(s) which have a specific Maximum Delivery Quantity set forth; provided, however, that El Paso shall be obligated to deliver hereunder only Shipper's quantities of natural gas received pursuant to this Agreement in the aggregate at all delivery point(s). El Paso's obligation to deliver up to Shipper's full requirements is limited by operational and capacity limitations existing from time to time for the facilities at each delivery point; El Paso shall not be required to construct additional facilities required to make deliveries of natural gas in quantities exceeding such operational and capacity limitations, except as otherwise undertaken in El Paso's Stipulation and Agreement filed at Docket No. RP88-44-000.

A. Effective Date of this Exhibit B: December 1, 2012.

B. Supersedes Exhibit B Effective: August 15, 1991.

DUNCAN VALLEY ELECTRIC COOPERATIVE, INC. **EL PASO NATURAL GAS COMPANY, L.L.C.**

By_____ By_____

Date_____ Date_____

EXHIBIT C

To The
Transportation Service Agreement
Dated August 15, 1991
as Amended and Restated
Between El Paso Natural Gas Company, L.L.C.
and Duncan Valley Electric Cooperative, Inc.

The following shall apply in substitution for the identified provisions of the General Terms and Conditions of El Paso's Tariff:

Section of General Terms and Conditions	**Substitute Provision**
	(NOT APPLICABLE)

A. Effective Date of this Exhibit C: X X X X X

B. Supersedes Exhibit C Effective: X X X X X

DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
By X X X X X	By X X X X X
Date	Date



March 3, 2015

Mr. Patrick F. Ledger
Chief Executive Officer
Arizona Electric Power Cooperative, Inc.
1000 South Highway 80
Benson, AZ 85602

Dear Mr. Ledger:

El Paso Natural Gas Company, L.L.C. ("EPNG") currently transports natural gas for Arizona Electric Power Cooperative, Inc. ("AEPCO") (EPNG and AEPCO are individually referred to herein as "Party" and jointly referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT257000, FT258000, H2223000, and H8223000. This letter agreement ("Letter Agreement"), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing disputes and to restructure AEPCO's and EPNG's transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. Contemporaneously with the execution of this Letter Agreement, the Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT257000 (to be replaced by Contract No. FT3EH000), FT258000 (to be replaced by Contract No. FT3EJ000), H2223000 (to be replaced by Contract No. H222V000), and H8223000 (to be replaced by Contract No. H822F000). Additionally, new Contract Nos. FT3EJ000, H222V000 and H822F000 include capacity not currently associated with the firm transportation service agreement they are replacing. The new Contract Nos. FT3EH000, FT3EJ000, H222V000 and H822F000 shall be collectively referred to herein as the "Contract Package."

2. Within ten (10) calendar days following the execution of this Letter Agreement between EPNG and AEPCO and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.

3. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to

determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and AEPCO shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

4. Refunds shall be paid under this Letter Agreement as follows:

   a. Pursuant to Paragraph 6, no refunds for any and all past, present and future agreements shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement").

   b. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay AEPCO by wire transfer (or other mutually agreeable means) as follows:

      i. $136,596 will be paid for refunds in Docket No. RP08-426-000 calculated on a payment date of May 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. No further refunds or interest (or any other relief) shall be due or paid by EPNG to AEPCO of any kind associated with Docket No. RP08-426-000 (a reference in this Letter Agreement to a root docket, e.g., RP08-426-000, includes any sub-dockets) regardless of any past or future FERC or court decision in those proceedings or any other proceedings.

      ii. $2,398,577 will be paid for refunds for reservation charges in Docket No. RP10-1398-000 calculated through March 31, 2015 and on a payment date of May 12, 2015. If the Effective Date of this Letter Agreement is after April 1, 2015, refunds will be calculated through the day preceding such Effective Date. If the payment occurs after May 12, 2015, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after May 12, 2015 until the date paid. Except for possible refunds for reservation charges incurred on and after the Effective Date of this Letter Agreement and for usage charges as detailed in Paragraphs 4.c., 4.d. and 4.e., no further refunds or interest (or any other relief) shall be due or paid by EPNG to AEPCO of any kind associated with Docket No. RP10-1398-000 regardless of any past or future FERC or court decision in those proceedings or any other proceedings. As such, Paragraphs 4.c., 4.d. and 4.e. below shall be the sole means by which AEPCO may recover additional refunds, if any, associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.ii.

c. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the "Final Order"), the final reservation and usage rates shall be referred to herein as the "Final Reservation Rates" and "Final Usage Rates," respectively. Refunds to AEPCO, if any, associated with Docket No. RP10-1398-000 for usage rates paid under the agreements comprising the Contract Package and Contract Nos. FT258000, H2223000, and H8223000, shall be the difference in the applicable Final Usage Rate and its corresponding usage rate paid, if and only if, the applicable Final Usage Rate established in Docket No. RP10-1398-000 is lower than its corresponding usage rate paid under an agreement in the Contract Package or Contract Nos. FT258000, H2223000, and H8223000 and shall include interest calculated using the applicable FERC interest rate. For purposes of clarity only, no refunds shall be paid for any usage rates paid under Contract No. FT257000.

d. Refunds to AEPCO, if any, associated with Docket No. RP10-1398-000 for any reservation rates paid under Contract Nos. FT3EJ000, H222V000, or H822F000 on or after the Effective Date of this Letter Agreement, shall be the difference in the applicable Final Reservation Rate and the corresponding reservation rate paid under Contract Nos. FT3EJ000, H222V000, or H822F000, if and only if, the applicable Final Reservation Rate established in Docket No. RP10-1398-000 is lower than its corresponding reservation rate paid under Contract Nos. FT3EJ000, H222V000, or H822F000. Such refunds, if any, shall also include interest calculated using the applicable FERC interest rate. For purposes of clarity only, no refunds shall be paid for any reservation rates paid under Contract No. FT3EH000.

e. For any FERC order requiring refunds in Docket No. RP10-1398-000 on or after the Effective Date of this Letter Agreement, which order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying amounts due under Paragraphs 4.c. and 4.d. and pay those amounts when refunds are required to be paid to the qualifying shippers pursuant to such order(s); provided, however, that EPNG's obligation for paying the amounts under Paragraphs 4.c. and 4.d. shall be subject to the final calculation based on a Final Order as set forth in Paragraphs 4.c. and 4.d. and EPNG shall retain the right to collect from AEPCO any amounts previously paid under Paragraphs 4.c., 4.d. and 4.e. that are greater than the amounts ultimately owed by EPNG under a Final Order.

5. Upon the Effective Date of this Letter Agreement, and subject to the terms of this Letter Agreement, AEPCO expressly hereby waives and relinquishes any rights to participate in Docket Nos. RP08-426-000 and RP10-1398-000 and any Related Proceedings (as defined herein below). AEPCO shall withdraw any pending pleadings including, without limitation, any requests for rehearing in those or Related Proceedings within ten (10) business days of the Effective Date of this Letter Agreement. AEPCO further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or Related Proceedings. Notwithstanding anything to the contrary in this Letter Agreement, AEPCO shall have the right to participate in Docket No. RP10-1398-000 (and any sub-dockets except for Docket No. RP10-1398-003) if, and only to the limited extent that, the issue to be raised has not been raised previously by FERC or the participants in that proceeding and such issue would potentially shift material costs to AEPCO from other shippers in rates that may be applicable to

AEPCO at the expiration or termination of the agreements comprising the Contract Package. Issues previously raised by FERC or participants include, without limitation, any issues made subject to the outcome of another proceeding, e.g., Docket No. RP08-426-000. Related Proceedings shall mean: 1) those proceedings related to the direct implementation of a decision in Docket Nos. RP08-426-000 or RP10-1398-000; and 2) any court proceeding involving the appeal of a decision in Docket Nos. RP08-426-000 or RP10-1398-000 or an appeal of a proceeding included in the immediately preceding item 1 of this definition of Related Proceedings. For example, a proceeding in a docket other than Docket No. RP10-1398-000 or Docket No. RP08-426-000 that requires EPNG to file rates to comply with a decision in Docket No. RP10-1398-000 would be a Related Proceeding but a proceeding in a docket other than Docket No. RP08-426-000 or Docket No. RP10-1398-000 initiated by EPNG or others to change terms or conditions of its FERC Natural Gas Tariff ("Tariff") to which FERC denied a change to in either Docket No. RP08-426-000 or RP10-1398-000 would not be a Related Proceeding.

6. Upon the Effective Date of this Letter Agreement, AEPCO agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to AEPCO. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or which may be held at any time by AEPCO, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects AEPCO's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Daniel L. Willemyns

Arizona Electric Power Cooperative, Inc.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
Signature: _____	Signature: _____
Name: _____	Name: Chris M. Meyer
Title: _____	Title: Vice President, Business Management
Date: _____	Date: _____

Reserved

Reserved

Agreement No. 620798-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

El Paso Natural Gas Company, L.L.C.

And

MEX GAS SUPPLY, S.L.
(Shipper)

Dated: August 5, 2024

Agreement No. 620798-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 5, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MEX GAS SUPPLY, S.L.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 620798-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
40,000	See ¶11

11. ***Term of Firm Transportation Service:***

a. Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. 620798-FT1EPNG), Contract Nos. 620796-FT1EPNG and 620797-FT1EPNG (collectively referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2025; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

b. Termination Date. This Agreement shall terminate on December 31, 2034.

c. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
MEX GAS SUPPLY, S.L.
Laguna de Mayran 410 Torre Titano, Piso 2
Colonia Anahuac 1a Seccion, C.P. 11320
Alcaldia Miguel Hidalgo, CDMX, Mexico
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This Agreement will supersede and cancel in its entirety the following agreement between the Parties on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 612654-FT1EPNG, originally dated April 3, 2019.

Agreement No. 620798-FT1EPNG

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. ***Arbitration:***

a. The Parties shall use their best efforts to resolve any disputes arising out of or pertaining to the provisions of this Agreement informally by good faith negotiations. Any such dispute which cannot be resolved by good faith negotiations within thirty (30) Days shall be resolved pursuant to the provisions of subsection (b) of this Paragraph 15.

b. All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations pursuant to subsection (a), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules"), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the Rules.

c. The place of arbitration shall be New York, New York.

d. The language of the arbitration shall be English.

e. The arbitrator's decision shall be final and binding on the Parties. Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys' fees shall be payable by the party against whom such award is enforced.

f. Pending the decision or award of the International Chamber of Commerce Arbitration Tribunal, the Parties shall continue to operate under the Agreement as it existed on the date arbitration was requested.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**MEX GAS SUPPLY, S.L.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2024.	_____ day of _____, 2024.

Agreement No. 620798-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: February 6, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: February 11, 2025 through February 28, 2025

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	ISAMLELP	314910	SS1		30,433												
KEYSTONE	302132	IWILCOXD	302080	SS1		9,567												
TRANSPORTATION CONTRACT DEMAND						**40,000**												

Agreement No. 620798-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: February 6, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: March 1, 2025 through December 31, 2034

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	ISAMLELP	314910	SS1	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
TRANSPORTATION CONTRACT DEMAND					**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 620798-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: February 6, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	February 11, 2025 – December 31, 2025				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2026 – December 31, 2034	1b/			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
KEYSTONE	302132	ISAMLELP INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301693 332503 314604 301016	February 11, 2025 – December 31, 2025	1a/			
KEYSTONE	302132	ISAMLELP INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301693 332503 314604 301016	January 1, 2026 – December 31, 2034	1b/			

Agreement No. 620798-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s): the Texas maximum reservation rate (currently $6.7403 per Dth per Month). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate for the corresponding delivery zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EH000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Agreement No. FT3EH000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 9, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

   (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

   For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. FT3EH000-FT1EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes ___X___ No _____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
7,175	January
7,189	February
6,945	March
6,111	April
7,936	May
10,998	June
9,192	July
11,336	August
15,334	September
16,367	October
6,698	November
7,180	December

11. ***Term of Firm Transportation Service:*** Beginning: June 1, 2024
Ending: October 31, 2054

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
1000 South Hwy. 80
Benson, AZ 85602-0670
Attn: Christopher Jimenez

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. FT3EH000, originally dated April 1, 2015, and Transporter's Agreement No. FT3EH000-FT1EPNG, dated September 21, 2022.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. FT3EH000-FT1EPNG

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2024.	_____ day of _____, 2024.

greement No. FT3EH000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DAEPCWIL	300754	CC1	485	489	464	395	480	634	500	621	979	1,042	440	483		
BONDADST	300724	DAEPCWIL	300754	CC1	109	110	104	90	109	147	117	144	225	233	97	107		
BLANCO	300714	DAEPCWIL	300754	NS1	281	292	308	252	417	619	492	623	679	615	290	276		
BONDADST	300724	DAEPCWIL	300754	NS1	63	66	68	57	94	144	114	146	156	137	64	61		
BLANCO	300714	DAEPCWIL	300754	NS3	2,619	2,627	2,581	2,361	3,095	4,350	3,686	4,520	6,031	6,423	2,509	2,642		
BONDADST	300724	DAEPCWIL	300754	NS3	589	592	577	537	708	1,011	859	1,055	1,387	1,441	558	586		
KEYSTONE	302132	DAEPCWIL	300754	SS1	486	500	433	322	345	353	270	344	522	700	384	502		
WAHA	302404	DAEPCWIL	300754	SS1	2,543	2,513	2,410	2,097	2,688	3,740	3,154	3,883	5,355	5,776	2,356	2,523		
TRANSPORTATION CONTRACT DEMAND					**7,175**	**7,189**	**6,945**	**6,111**	**7,936**	**10,998**	**9,192**	**11,336**	**15,334**	**16,367**	**6,698**	**7,180**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-1
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.7986 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-1
(CONT.)

Notes:

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-2
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	1b/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	1b/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.8943 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-3
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-4
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EH000-FT1EPNG

EXHIBIT B, B-5
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EJ000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Agreement No. FT3EJ000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 9, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

   (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

   For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. FT3EJ000-FT1EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
2,407	January
2,403	February
2,590	March
7,646	April
15,189	May
11,827	June
13,633	July
11,489	August
7,491	September
7,165	October
2,514	November
2,406	December

11. ***Term of Firm Transportation Service:*** Beginning: June 1, 2024
Ending: October 31, 2054

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
1000 South Hwy. 80
Benson, AZ 85602-0670
Attn: Christopher Jimenez

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3EJ000, originally dated April 1, 2015, and Transporter’s Agreement No. FT3EJ000-FT1EPNG, dated September 21, 2022.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. FT3EJ000-FT1EPNG

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2024.	_____ day of _____, 2024

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DAEPCWIL	300754	CC1	161	162	173	170	232	362	286	355	492	457	164	162		
BONDADST	300724	DAEPCWIL	300754	CC1	37	37	39	39	53	85	66	83	113	102	37	36		
BLANCO	300714	DAEPCWIL	300754	NS1	95	98	115	110	200	355	1,698	358	341	268	109	93		
BONDADST	300724	DAEPCWIL	300754	NS1	21	22	26	25	46	82	66	83	78	60	24	21		
BLANCO	300714	DAEPCWIL	300754	NS3	878	879	960	1,021	1,498	2,489	2,112	2,596	1,621	2,810	943	883		
BONDADST	300724	DAEPCWIL	300754	NS3	197	197	214	230	342	576	492	605	696	629	207	195		
KEYSTONE	302132	DAEPCWIL	300754	SS1	164	167	162	5,139	11,516	5,736	5,524	5,181	3,034	306	143	168		
WAHA	302404	DAEPCWIL	300754	SS1	854	841	901	912	1,302	2,142	3,389	2,228	1,116	2,533	887	848		
TRANSPORTATION CONTRACT DEMAND					**2,407**	**2,403**	**2,590**	**7,646**	**15,189**	**11,827**	**13,633**	**11,489**	**7,491**	**7,165**	**2,514**	**2,406**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-1

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.7942 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-1
(CONT.)

Notes:

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-2
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	1b/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	1b/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.8899 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-3
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.5665 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-4
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT3EJ000-FT1EPNG

EXHIBIT B, B-5
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 620796-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

El Paso Natural Gas Company, L.L.C.

And

MEX GAS SUPPLY, S.L.
(Shipper)

Dated: August 5, 2024

Agreement No. 620796-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 5, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MEX GAS SUPPLY, S.L.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 620796-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
10,661	See ¶11

11. ***Term of Firm Transportation Service:***

a. Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. 620796-FT1EPNG), Contract Nos. 620797-FT1EPNG and 620798-FT1EPNG (collectively referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2025; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

b. Termination Date. This Agreement shall terminate on December 31, 2034.

c. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
MEX GAS SUPPLY, S.L.
Laguna de Mayran 410 Torre Titano, Piso 2
Colonia Anahuac 1a Seccion, C.P. 11320
Alcaldia Miguel Hidalgo, CDMX, Mexico
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

Agreement No. 620796-FT1EPNG

13. ***Effect on Prior Agreement(s):*** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations in the following agreement regarding Shipper's retention of the underlying capacity that is also designated in this Agreement shall be terminated: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 612652-FT1EPNG, originally dated April 3, 2019.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. ***Arbitration:***
    a. The Parties shall use their best efforts to resolve any disputes arising out of or pertaining to the provisions of this Agreement informally by good faith negotiations. Any such dispute which cannot be resolved by good faith negotiations within thirty (30) Days shall be resolved pursuant to the provisions of subsection (b) of this Paragraph 15.

    b. All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations pursuant to subsection (a), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules"), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the Rules.

    c. The place of arbitration shall be New York, New York.

    d. The language of the arbitration shall be English.

    e. The arbitrator's decision shall be final and binding on the Parties. Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys' fees shall be payable by the party against whom such award is enforced.

    f. Pending the decision or award of the International Chamber of Commerce Arbitration Tribunal, the Parties shall continue to operate under the Agreement as it existed on the date arbitration was requested.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**MEX GAS SUPPLY, S.L.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2024.	_____ day of _____, 2024.

Agreement No. 620796-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: August 5, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DPMEXWIL	331864	NS1	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233		
BLANCO	300714	DPMEXWIL	331864	NS3	8,428	8,428	8,428	8,428	8,428	8,428	8,428	8,428	8,428	8,428	8,428	8,428		
TRANSPORTATION CONTRACT DEMAND					**10,661**	**10,661**	**10,661**	**10,661**	**10,661**	**10,661**	**10,661**	**10,661**	**10,661**	**10,661**	**10,661**	**10,661**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 620796-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: August 5, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	1a/			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	DPMEXWIL INORBAJA DSCALTOP DPG&ETOP DSCALEHR DMOJAVE	331864 301693 332503 314604 301016 332505	See ¶11	1a/			

Agreement No. 620796-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate for the corresponding delivery zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Agreement No. H222V000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Agreement No. H222V000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 9, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Twelve Hour Peaking "FTH-12"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

   (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

   For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. H222V000-FH12EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
9,460	November - March
7,424	April
16,000	May - September
18,212	October

11. ***Term of Firm Transportation Service:*** Beginning: June 1, 2024
Ending: October 31, 2054

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
1000 South Hwy. 80
Benson, AZ 85602-0670
Attn: Christopher Jimenez

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H222V000, originally dated April 1, 2015, and Transporter's Agreement No. H222V000-FH12EPNG, dated September 21, 2022.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. H222V000-FH12EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2024.	_____ day of _____, 2024.

Agreement No. H222V000-FH12EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	DAEPCWIL	300754	SS1	5,607	5,640	5,746	4,620	13,279	13,376	13,355	13,363	13,238	16,781	5,712	5,643		
WAHA	302404	DAEPCWIL	300754	SS1	3,853	3,820	3,714	2,804	2,721	2,624	2,645	2,637	2,762	1,431	3,748	3,817		
TRANSPORTATION CONTRACT DEMAND					**9,460**	**9,460**	**9,460**	**7,424**	**16,000**	**16,000**	**16,000**	**16,000**	**16,000**	**18,212**	**9,460**	**9,460**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-1
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.7600 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-1
(CONT.)

Notes:

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-2
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	1b/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 ("Period A")	1b/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $15.8557 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-3
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $16.3915 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-4
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H222V000-FH12EPNG

EXHIBIT B, B-5
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 – 10/31/2054				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H822F000-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Agreement No. H822F000-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: April 9, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Eight Hour Peaking "FTH-8"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service to the new delivery location identified for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

   (iii) Construction of the new facilities on Transporter's Line Nos. 1100 and 1103 in Conchise County, Arizona (The "Project Facilities").

   For purposes of this Agreement, the In-Service Date of the Project Facilities ("In-Service Date or ISD") is the First Day of the Month following the Month when Transporter places such facilities into service, anticipated to be June 1, 2024.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. H822F000-FH8EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
1,535	November - March
8,553	April - October

11. ***Term of Firm Transportation Service:*** Beginning: June 1, 2024
Ending: October 31, 2054

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
1000 South Hwy. 80
Benson, AZ 85602-0670
Attn: Christopher Jimenez

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** On June 1, 2024, this agreement will supersede and cancel in their entirety the following agreements between the Parties: The Firm Hourly Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement No. H822F000, originally dated April 1, 2015, and Transporter's Agreement No. H822F000-FH8EPNG, dated September 21, 2022.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. H822F000-FH8EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2024.	_____ day of _____, 2024.

Agreement No. H822F000-FH8EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	DAEPCWIL	300754	SS1	910	915	932	5,323	5,418	5,530	5,506	5,515	5,371	6,904	927	916		
WAHA	302404	DAEPCWIL	300754	SS1	625	620	603	3,230	3,135	3,023	3,047	3,038	3,182	1,649	608	619		
TRANSPORTATION CONTRACT DEMAND					**1,535**	**1,535**	**1,535**	**8,553**	**8,553**	**8,553**	**8,553**	**8,553**	**8,553**	**8,553**	**1,535**	**1,535**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-1
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: April 9, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs after 6/1/2024 or if the ISD does not occur before 10/31/2024, then from 6/1/2024 through the earlier of the Day before the ISD or 10/31/2024	1a/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $23.5885 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-1
(CONT.)

Notes:

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-2
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 (“Period A”)	1b/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
302347 STML SJN 302344 STML ANA 302346 STML PER	300754 DAEPCWIL	If the ISD occurs before 10/31/2024, then from the later of the ISD or 6/1/2024 through 10/31/2024 (“Period A”)	1b/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter’s maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) of $25.6842 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-3
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	11/1/2024 through either: 1) 10/31/2034, if Period A does not apply, or 2) ten (10) Years minus the number of Months represented by Period A, if Period A does apply ("Period B")	1c/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $25.5166 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-4
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	The Day after the last Day of Period B through 10/31/2039	1d/	1/	2/	3/

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $23.4209 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H822F000-FH8EPNG

EXHIBIT B, B-5
(CONT.)

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	11/1/2039 - 10/31/2054				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 615001-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: March 16, 2020

Agreement No. 615001-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: March 16, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SEMPRA GAS & POWER MARKETING, LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

Agreement No. 615001-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
50,000	April 1, 2020 – October 31, 2030

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2020
Ending: October 31, 2030

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2020.

SEMPRA GAS & POWER MARKETING, LLC

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2020.

Agreement No. 615001-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: March 16, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2020 – December 31, 2020

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	INORBAJA	301693	CC1				12,000	36,000	48,000	50,000	50,000	48,500					
BLANCO	300714	INORBAJA	301693	NS3												10,000		
BLANCO	300714	DPG&ETOP	314604	NN1												40,000		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3											5,000			
KEYSTONE	302132	INORBAJA	301693	SS1				38,000	14,000	2,000			1,500	50,000	45,000			
KEYSTONE	302132	DPG&ETOP	314604	SN2														
TRANSPORTATION CONTRACT DEMAND								**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**		

Agreement No. 615001-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: January 1, 2021 – October 31, 2030

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	INORBAJA	301693	CC1	755						10,000							
BLANCO	300714	INORBAJA	301693	NS3	10,419			11,000	36,000	48,000	40,000	50,000	48,500			7,500		
BLANCO	300714	DPG&ETOP	314604	NN1	38,826	12,000										42,500		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3		20,000	50,000								50,000			
KEYSTONE	302132	INORBAJA	301693	SS1				39,000	14,000	2,000			1,500	50,000				
KEYSTONE	302132	DPG&ETOP	314604	SN2		18,000												
TRANSPORTATION CONTRACT DEMAND					**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615001-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: March 16, 2020

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	DSCALEHR INORBAJA DPG&ETOP DSCALTOP IBLYTHE DMOJAVE ICADIZ DAGMOJ IMSQUITE IGRIFFTH IARLVALY KRAMER SIDEWNDR PASTORIA SOCWR LAPALOMA	301016 301693 314604 332503 314980 332505 301377 332569 398670 320614 314985 332554 332555 332553 332531 302144	See ¶11	(1a)			

Agreement No. 615001-FT1EPNG

EXHIBIT B CONT'D

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 620797-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

El Paso Natural Gas Company, L.L.C.

And

MEX GAS SUPPLY, S.L.
(Shipper)

Dated: August 5, 2024

Agreement No. 620797-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 5, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MEX GAS SUPPLY, S.L.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 620797-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
24,790	See ¶11

11. ***Term of Firm Transportation Service:***

a. Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. 620797-FT1EPNG), Contract Nos. 620796-FT1EPNG and 620798-FT1EPNG (collectively referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2025; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

b. Termination Date. This Agreement shall terminate on December 31, 2034.

c. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
MEX GAS SUPPLY, S.L.
Laguna de Mayran 410 Torre Titano, Piso 2
Colonia Anahuac 1a Seccion, C.P. 11320
Alcaldia Miguel Hidalgo, CDMX, Mexico
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

Agreement No. 620797-FT1EPNG

13. ***Effect on Prior Agreement(s):*** This Agreement will supersede and cancel in its entirety the following agreement between the Parties on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 612653-FT1EPNG, originally dated April 3, 2019.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. ***Arbitration:***

a. The Parties shall use their best efforts to resolve any disputes arising out of or pertaining to the provisions of this Agreement informally by good faith negotiations. Any such dispute which cannot be resolved by good faith negotiations within thirty (30) Days shall be resolved pursuant to the provisions of subsection (b) of this Paragraph 15.

b. All disputes arising out of or related to this Agreement, which are not resolved by good faith negotiations pursuant to subsection (a), shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules"), in force at the time of the dispute, by three (3) arbitrators appointed in accordance with the Rules.

c. The place of arbitration shall be New York, New York.

d. The language of the arbitration shall be English.

e. The arbitrator's decision shall be final and binding on the Parties. Judgment upon the award rendered by the arbitrators may be entered in any court of law having jurisdiction thereof. In the event that it is necessary to enforce such award, because of non-payment by a party under the terms of any arbitration award or any judgment confirming such award, all costs of enforcement, including reasonable attorneys' fees shall be payable by the party against whom such award is enforced.

f. Pending the decision or award of the International Chamber of Commerce Arbitration Tribunal, the Parties shall continue to operate under the Agreement as it existed on the date arbitration was requested.

Agreement No. 620797-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**MEX GAS SUPPLY, S.L.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2024.	_____ day of _____, 2024.

Agreement No. 620797-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: August 5, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	IVALEROW	301945	NS1	10,000	10,000										10,000		
BLANCO	300714	ISAMLELP	314910	NS1			10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000			
KEYSTONE	302132	ISAMLELP	314910	SS1	14,790	14,790	14,790	14,790	14,790	14,790	14,790	14,790	14,790	14,790	14,790	14,790		
TRANSPORTATION CONTRACT DEMAND					**24,790**	**24,790**	**24,790**	**24,790**	**24,790**	**24,790**	**24,790**	**24,790**	**24,790**	**24,790**	**24,790**	**24,790**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 620797-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MEX GAS SUPPLY, S.L.
(Shipper)

Dated: August 5, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2025	1a/			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2026 – December 31, 2034	1b/			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	ISAMLELP IVALEROW INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301945 301693 332503 314604 301016	January 1, 2025 – December 31, 2025	1a/			
STML ANA STML PER STML SJN	302344 302346 302347	ISAMLELP IVALEROW INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301945 301693 332503 314604 301016	January 1, 2026 – December 31, 2034	1b/			

Agreement No. 620797-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $7.8046 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate for the corresponding delivery zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate for the corresponding delivery zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Comision Federal de Electricidad

Dated: November 1, 2014

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2014

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **COMISION FEDERAL DE ELECTRICIDAD**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A. Shipper may request to redesignate primary point rights pursuant to the terms and conditions of Transporter's Tariff.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

   In addition to the rates set forth in Exhibit B, Shipper shall pay Transporter all applicable Usage Charges, ACA Surcharges, fuel and lost and unaccounted-for gas ("L&U") charges, and all other surcharges including surcharges for costs incurred by Transporter in connection with any greenhouse gas emissions tax or charges imposed on Transporter including, but not limited to, any command and control costs, cap and trade costs, or any other costs arising from any statutory or regulatory framework whatsoever ("Greenhouse Gas Costs") which are (i) approved by the FERC, (ii) approved by the FERC in or pursuant to any subsequent fuel/L&U filing and/or (iii) authorized by Transporter's Tariff.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes_____ No__X__

9. ***Term of Agreement:*** Beginning: November 1, 2014
   Ending: April 5, 2028

Shipper's Right of First Refusal: Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable only to all of Shipper's TCD in the Willcox Lateral in effect at that time, and exercisable in accordance with the notice provisions of Transporter's Tariff then in effect, at Shipper's initial rate set forth in Exhibit B.

10. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT3DM000 electronically executed on October 22, 2014.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
95,000	November 1, 2014 – April 5, 2028

12. ***Notices, Statements, and Bills:***

To Shipper: Comision Federal de Electricidad
Periferico Sur No. 4156. Piso 2
Col. Fuentes del Pedregal
C.P. 01900 Mexico, D.F.
Attn: Lic. Jorge Granados Monroy

To Transporter: See "Points of Contact" in the Tariff.

13. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. ***Limitation of Liability***: NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

16. ***Creditworthiness***: Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, demonstrating creditworthiness equal to the amount of one year of reservation charges. Shipper must also satisfy all other creditworthiness provisions of Transporter's Tariff.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

COMISION FEDERAL DE ELECTRICIDAD

By_____
Guillermo Turrent Schnaas
Director de Modernización

Date_____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____
Will W. Brown
Director of Marketing

Date_____

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricdad (Shipper)
Dated: November 1, 2014

Effective Dates: November 1, 2014 - April 5, 2028

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
IWILCOXR	294937	ICFEAGUA	294936	NA	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	600	
TRANSPORTATION CONTRACT DEMAND					**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**	**95,000**		

Shipper's Transportation Contract Demand: See Paragraph 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricdad (Shipper)
Dated: November 1, 2014

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2014 - April 5, 2028	(1a)			

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of $2.8135 stated as a monthly rate per Dekatherm. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Mexicana de Cobre, S.A. de C.V.

Dated: March 1, 2013

Transportation Service Agreement
Rate Schedule FT-1
Dated: March 1, 2013

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MEXICANA DE COBRE, S.A. DE C.V.**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

   Recovery for Carbon Tax and Greenhouse Gas Costs: Shipper shall pay Transporter for any FERC-approved costs incurred by Transporter in connection with any greenhouse gas emissions tax or charges imposed on Transporter including, but not limited to, any command and control costs, cap and trade costs, or any other costs arising from any statutory or regulatory framework whatsoever ("Greenhouse Gas Costs"). Transporter shall seek to recover any Greenhouse Gas Costs that are imposed on Transporter and/or the cost of any greenhouse gas mitigation efforts that are incurred by Transporter to eliminate or offset its carbon emissions through a FERC proceeding. Transporter may make multiple tariff filings to separately permit the recovery of Greenhouse Gas Costs.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes___X___ No_____

9. ***Term of Agreement:***

   Beginning: The date the 2014 Willcox Lateral Looping Project which is described below is completed and ready for service and Transporter is authorized to place the 2014 Willcox Lateral Looping Project into service (the "In-Service Date").

Ending: Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Looping Project

Construction of Facilities: The Parties recognize that Transporter must construct facilities in order to provide transportation service for Shipper in accordance with this Agreement. Transporter is seeking regulatory approvals, permits, and other authorizations required to construct 11.2 miles of pipeline, looping the east leg of its Willcox Lateral (also known as Line No. 2164), to increase the minimum delivery pressure at the IDOUGLAS delivery point to seven hundred ninety-five (795) pounds per square inch gauge (psig) ("2014 Willcox Lateral Looping Project"). Subject to Transporter's receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the 2014 Willcox Lateral Looping Project, in a form and substance satisfactory to Transporter in its sole discretion, Transporter shall use commercially reasonable efforts to achieve an In-Service Date of not later than January 1, 2014.

Partial Month Service (following In-Service Date): If the In-Service Date occurs on any day other than the first day of a calendar month, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of days the 2014 Willcox Lateral Looping Project is available for service divided by the number of days in the month in which the In-Service Date occurs. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date of the 2014 Willcox Lateral Looping Project.

If the In-Service Date occurs on any day other than the first day of a calendar month, the provisions relating to Partial Month Service shall apply to the reservation charge payment obligations of Shipper in that first partial month and Shipper's obligation for payment of the full Reservation Charge shall commence on the first day of the following month.

10. ***Conditions Precedent***: Transporter's obligations to develop the 2014 Willcox Lateral Looping Project and increase delivery pressures at the IDOUGLAS Delivery Point, as described above, are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions precedent:

    A. Compliance by the Shipper with the terms of this Agreement and the applicable provisions of Transporter's Tariff; and

    B. The receipt by Transporter of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the 2014 Willcox Lateral Looping Project, in a form and substance satisfactory to Transporter in its sole discretion.

    If the requirements of this Section 10 are not fully satisfied, where applicable, by the dates specified herein, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by giving sixty (60) days' advance written notice of such termination; provided, however, that if the relevant requirements of this Section 10 are met or waived after Transporter provides the 60-day advance written notice described above but before the 60-day period set in motion by such notice has completely run, then such notice shall be deemed null and void.

11. ***Shipper's Right of First Refusal:*** Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, exercisable and administered in accordance with the provisions of Transporter's Tariff then in effect; provided, however, that Shipper's contractual right of first refusal shall be applicable only to Shipper's full TCD on the Willcox Lateral at the conclusion of the Initial Term and at Shipper's initial rate set forth in Exhibit B.

12. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel Agreement No. FT368000 dated December 15, 2012 and Transportation Precedent Agreement 10233A entered on November 30, 2012.

13. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/day)	Time Period
90,000	The In-Service Date for the 2014 Willcox Lateral Looping Project until twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Looping Project.

14. ***Notices, Statements, and Bills:***

To Shipper: Mexicana de Cobre, S. A. de C.V.
Campos Eliseos 400
Chapultepec
Mexico, D.F. 11500
Attn: Enrique Wiechers

To Transporter: See “Points of Contact” in the Tariff.

15. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

16. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

17. ***Limitation of Liability***: NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

18. ***Further Assurance:*** Each of the Parties shall, at the request of the other, execute and deliver or cause to be executed and delivered all such agreements, other documents and instruments, and take or cause to be taken all such other reasonable actions as may be necessary or desirable in order to more fully and effectively carry out the intents and purposes of this Agreement. Any such agreements, documents or instruments, if required, shall be filed along with this Agreement with the FERC.

19. ***Non-Waiver:*** No waiver by either party of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future defaults, whether of a like or different character.

20. ***Creditworthiness***: Shipper shall maintain through December 31, 2023, an irrevocable, unconditional guarantee of its obligations under this Agreement, substantially in the form of the guarantee initially furnished to Transporter on August 13, 2012, equal to two (2) years of the anticipated charges under this Agreement and issued by a creditworthy person or entity ("Guarantor"). Shipper's Guarantor shall be deemed creditworthy by making a demonstration to Transporter that: (i) Guarantor's senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's"), or Guarantor's long-term issuer rating is at least A- by S&P or A3 by Moody's (in the event Guarantor is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Guarantor is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in Section 20(i); and (iii) the sum of twelve (12) months of anticipated charges under this Agreement and all other transportation agreements that Shipper has with Transporter as of the date of this Agreement is less than ten percent (10%) of Guarantor's Tangible Net Worth. For purposes of this section, "Tangible Net Worth" shall mean total assets – (liabilities + intangible assets). If at any time before December 31, 2023, Shipper's Guarantor is unable to satisfy the creditworthiness obligations set forth in this section, then Shipper shall furnish to Transporter and maintain an irrevocable letter of credit from a financial institution with a senior unsecured credit rating of A- or better from S&P and A3 or better by Moody's, in an amount equal to two (2) years of the anticipated charges under this Agreement. Shipper must also satisfy all other creditworthiness provisions of Transporter's Tariff.

21. ***Third Party Beneficiary***: The Financing Parties' Representative is an express third party beneficiary of the rights of Shipper hereunder, entitled to all of the benefits of this Agreement to which Shipper is entitled hereunder. Transporter hereby acknowledges the right, but not the obligation, of the Financing Parties' Representative to make all demands, give all notices, cure all defaults, take all actions and exercise all rights of Shipper in accordance herewith, and agrees that in such event Transporter shall continue to perform its obligations hereunder, provided Shipper continues to satisfy its obligations (other than any obligations satisfied by the Financing Parties' Representative in accordance with this Section 21) under this Agreement. In the event the Financing Parties' Representative exercises such right, Shipper agrees that Transporter shall be permitted to rely upon any demands, instructions, notices, nominations, etc. received from the Financing Parties' Representative, and Shipper shall be bound by such actions. The Financing Parties' Representative shall be a third party beneficiary only in respect of 74,700 Dth/day of the TCD, which the parties agree is the portion of the TCD required for the purpose of serving the electric power facility located north of the City of Nacozari, Mexico (the "Power Plant" and such portion, the "Plant Portion").

    Transporter agrees that, if the Financing Parties' Representative shall notify Transporter that it is exercising its rights (a) to have itself or its designee substituted for Shipper hereunder or (b) to assign, transfer or otherwise dispose of its interest hereunder to a natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity (each, a "Designated Person") that undertakes the operation of the Power Plant, then the Financing Parties' Representative, the Financing Parties' Representative's designee or such Designated Person, as applicable (the "Substitute Owner"), provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder, shall be substituted for Shipper hereunder and that, in such event, Transporter will continue to perform its obligations hereunder in favor of the Substitute Owner, subject to the terms and conditions hereof and provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder (such substitution, the "Substitution"). In addition, effective on the date of the Substitution, Transporter, Shipper and the Substitute Owner shall amend and restate this Agreement to divide this Agreement into two parts: one in respect of the Plant Portion, to be entered into between the Substitute Owner and Transporter (such amended agreement, the "Substitute Owner Agreement") and a second agreement for the remaining portion of the TCD, to be entered into between Shipper and Transporter (such amended agreement, the "Amended Shipper Agreement"), each such agreement being otherwise on terms substantially similar to this Agreement.

Transporter acknowledges and agrees that, until such time as the Financing Parties' Representative exercises its rights hereunder, none of the Financing Parties' Representative or the Financing Parties' Representative's designee shall have any liability or obligation hereunder as a result of its rights hereunder as an express third party beneficiary or otherwise, nor shall the Financing Parties' Representative or the Financing Parties' Representative's designee be obligated or required to perform any of Shipper's obligations hereunder. In the event of the Substitution, the Financing Parties' Representative shall be fully responsible for all obligations of Shipper with regard to the rights exercised by the Financing Parties' Representative. Following the date of the Substitution, Substitute Owner shall assume all obligations of Shipper hereunder.

For purposes hereof, "Financing Parties' Representative" means any Person identified in a written notice from Shipper to Transporter as being the Financing Parties' Representative under this Agreement. Until such time as the Financing Parties' Representative exercises any right hereunder to have itself or its designee substituted for Shipper hereunder, Shipper shall have the right to change the Financing Parties' Representative pursuant to a written notice to Transporter and countersigned by the then-existing Financing Parties' Representative. If requested by Shipper, Transporter hereby agrees to acknowledge in writing that a particular Person so identified in any written notice delivered pursuant to this Section 21 is the Financing Parties' Representative for purposes hereof.

If any aspect of this Third Party Beneficiary Provision is determined by the FERC to be an unacceptable material deviation from the form of Transportation Service Agreement contained in the Transporter tariff, Transporter and Shipper agree to take all steps necessary to execute an alternative form of agreement placing parties into equivalent economic and operational positions in a manner acceptable to the FERC.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

MEXICANA DE COBRE, S.A. DE C.V.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
Signature: _____	Signature: _____
	Gregory W. Ruben
Name: _____	Vice President
Title: _____	Date: _____
Date: _____	

Agreement No. FT399000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: March 1, 2013

Effective Date: The In-Service Date for the 2014 Willcox Lateral Looping Project until Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Expansion Project

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
IWILCOXR	294937	IDOUGLAS	242734	N/A	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
TRANSPORTATION CONTRACT DEMAND					**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**

Shipper's Transportation Contract Demand: See Paragraph 13

Effective Date: The In-Service Date for the 2014 Willcox Lateral Looping Project until Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Meter No.	Meter DRN Code(s)	Description	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
IDOUGLAS	242734	14946	242734	Mexicana de Cobre / Douglas Meter Station	795	

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT399000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: March 1, 2013

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	In-Service Date for the 2014 Willcox Lateral Looping Project - Twenty (20) years from the In-Service Date for the 2014 Willcox Lateral Looping Project	(1a)			

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $5.7635 stated as a monthly rate per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Mexicana de Cobre, S.A. de C.V.

Dated: **December 15, 2012**

Transportation Service Agreement
Rate Schedule FT-1
Dated: **December 15, 2012**

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MEXICANA DE COBRE, S.A. DE C.V.**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes_____ No__X__

9. ***Term of Agreement:***

   Beginning: The date the Willcox Lateral Expansion Project (as defined below) is completed and ready for service and Transporter is authorized to place the Willcox Lateral Expansion Project into service (the "In-Service Date").

   Ending: Fifteen (15) years from the In-Service Date for the Willcox Lateral Expansion Project

   Transporter is seeking regulatory approvals, permits, and other authorizations required to re-pipe, restage and add cooling capability to its Willcox Compressor Station to effectuate the firm delivery of 185,000 dekatherms (Dth) per day of natural gas on Transporter's Willcox Lateral ("Willcox Lateral Expansion Project").

   Transporter shall use commercially reasonable efforts to achieve an In-Service Date of no later than April 1, 2013. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

If Transporter does not receive all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Willcox Lateral Expansion Project, in a form and substance satisfactory to Transporter, in its sole discretion, by November 30, 2012, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by giving sixty (60) days' advance written notice of such termination.

10. ***Shipper's Right of First Refusal:*** Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extension thereof, to be applicable only to all of Shipper's TCD from Waha to Willcox Station in effect at that time, and exercisable in accordance with the notice provisions of Transporter's Tariff then in effect.

11. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate Agreement No. FT369000 dated January 1, 2012.

12. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
50,000	The In-Service Date for the Willcox Lateral Expansion Project until one (1) year from the In-Service Date for the Willcox Lateral Expansion Project.
90,000	First Anniversary of the Willcox Lateral Expansion Project In-Service Date until fourteen (14) years after the First Anniversary of the In-Service Date for the Willcox Lateral Expansion Project.

13. ***Notices, Statements, and Bills:***

To Shipper: Mexicana de Cobre, S. A. de C.V.
Campos Eliseos 400
Chapultepec
Mexico, D.F. 11500
Attn: Enrique Wiechers

To Transporter: See "Points of Contact" in the Tariff.

14. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

16. ***Third Party Beneficiary***: The Financing Parties' Representative is an express third party beneficiary of the rights of Shipper hereunder, entitled to all of the benefits of this Agreement to which Shipper is entitled hereunder. Transporter hereby acknowledges the right, but not the obligation, of the Financing Parties' Representative to make all demands, give all notices, cure all defaults, take all actions and exercise all rights of Shipper in accordance herewith, and agrees that in such event Transporter shall continue to perform its obligations hereunder, provided Shipper continues to satisfy its obligations (other than any obligations satisfied by the Financing Parties' Representative in accordance with this Section 16) under this Agreement. In the event the Financing Parties' Representative exercises such right, Shipper agrees that Transporter shall be permitted to rely upon any demands, instructions, notices, nominations, etc. received from the Financing Parties' Representative, and Shipper shall be bound by such actions. The Financing Parties' Representative shall be a third party beneficiary only in respect of 74,700 Dth/day of the TCD, which the parties agree is the portion of the TCD required for the purpose of serving the electric power facility located north of the City of Nacozari, Mexico (the "Power Plant" and such portion, the "Plant Portion").

Transporter agrees that, if the Financing Parties' Representative shall notify Transporter that it is exercising its rights (a) to have itself or its designee substituted for Shipper hereunder or (b) to assign, transfer or otherwise dispose of its interest hereunder to a natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity (each, a "Designated Person") that undertakes the operation of the Power Plant, then the Financing Parties' Representative, the Financing Parties' Representative's designee or such Designated Person, as applicable (the "Substitute Owner"), provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder, shall be substituted for Shipper hereunder and that, in such event, Transporter will continue to perform its obligations hereunder in favor of the Substitute Owner, subject to the terms and conditions hereof and provided the Substitute Owner satisfies all creditworthiness requirements applicable to Shipper hereunder (such substitution, the "Substitution"). In addition, effective on the date of the Substitution, Transporter, Shipper and the Substitute Owner shall amend and restate this Agreement to divide this Agreement into two parts: one in respect of the Plant Portion, to be entered into between the Substitute Owner and Transporter (such amended agreement, the "Substitute Owner Agreement") and a second agreement for the remaining portion of the TCD, to be entered into between Shipper and Transporter (such amended agreement, the "Amended Shipper Agreement"), each such agreement being otherwise on terms substantially similar to this Agreement.

Transporter acknowledges and agrees that, until such time as the Financing Parties' Representative exercises its rights hereunder, none of the Financing Parties' Representative or the Financing Parties' Representative's designee shall have any liability or obligation hereunder as a result of its rights hereunder as an express third party beneficiary or otherwise, nor shall the Financing Parties' Representative or the Financing Parties' Representative's designee be obligated or required to perform any of Shipper's obligations hereunder. In the event of the Substitution, the Financing Parties' Representative shall be fully responsible for all obligations of Shipper with regard to the rights exercised by the Financing Parties' Representative. Following the date of the Substitution, Substitute Owner shall assume all obligations of Shipper hereunder.

For purposes hereof, "Financing Parties' Representative" means any Person identified in a written notice from Shipper to Transporter as being the Financing Parties' Representative under this Agreement. Until such time as the Financing Parties' Representative exercises any right hereunder to have itself or its designee substituted for Shipper hereunder, Shipper shall have the right to change the Financing Parties' Representative pursuant to a written notice to Transporter and countersigned by the then-existing Financing Parties' Representative. If requested by Shipper, Transporter hereby agrees to acknowledge in writing that a particular Person so identified in any written notice delivered pursuant to this Section 16 is the Financing Parties' Representative for purposes hereof.

If any aspect of this Third Party Beneficiary Provision is determined by the FERC to be an unacceptable material deviation from the form of Transportation Service Agreement contained in the Transporter tariff, Transporter and Shipper agree to take all steps necessary to execute an alternative form of agreement placing parties into equivalent economic and operational positions in a manner acceptable to the FERC.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

MEXICANA DE COBRE, S.A. DE C.V.

By_____

Name_____

Title_____

Date_____

By_____

Name_____

Title_____

Date_____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____
Will W. Brown
Director of Marketing

Date_____

Agreement No. FT369000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

Effective Date: The In-Service Date for the Willcox Lateral Expansion Project until one (1) year after the In-Service Date

Maximum Quantity - D-Code (Dth/d) 1/

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December
WAHA	216752	IWILCOXD	295510	SS1	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
TRANSPORTATION CONTRACT DEMAND					**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**

Agreement No. FT369000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

Effective Date: The First Anniversary of the In-Service Date for the Willcox Lateral Expansion Project until fourteen (14) years after the First Anniversary of the In-Service Date
Maximum Quantity - D-Code (Dth/d) 1/

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	January	February	March	April	May	June	July	August	September	October	November	December
WAHA	216752	IWILCOXD	295510	SS1	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
TRANSPORTATION CONTRACT DEMAND					**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**	**90,000**

Shipper's Transportation Contract Demand: See Paragraph 12

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

Agreement No. FT369000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	In-Service Date for the Willcox Lateral Expansion Project - fifteen (15) years from the In-Service Date for the Willcox Lateral Expansion Project	(1a)			

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML PER	216824	In-Service Date for the Willcox Lateral Expansion Project - fifteen (15) years from the In-Service Date for the Willcox Lateral Expansion Project	(1a)			

Agreement No. FT369000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Mexicana de Cobre, S.A. de C.V. (Shipper)
Dated: December 15, 2012

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of $13.2616 stated as a monthly rate per Dekatherm. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: September 17, 2019

Agreement No. FT28M000-FTAEPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 17, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SOUTHWEST GAS CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

Agreement No. FT28M000-FTAEPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
64,750	November
231,446	December
266,449	January
179,543	February
121,345	March
147,039	April
147,741	May
162,825	June
165,446	July
165,378	August
164,888	September
164,118	October

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2006
Ending: March 31, 2020

Right-of-First-Refusal. The right-of-first-refusal, pursuant to Section 4.14 of the General Terms and Conditions, shall apply to this Agreement.

This agreement shall continue in full force and effect from year to year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. ***Notices, Statements, and Bills:***

To Shipper:
SOUTHWEST GAS CORPORATION
5241 Spring Mountain Road
Las Vegas, NV 89150
Attn: Vice President
Gas Resources and Energy Services

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT28M000-FTAEPNG, originally dated November 1, 2006 and last amended and restated by agreement dated September 24, 2018.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

Agreement No. FT28M000-FTAEPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SOUTHWEST GAS CORPORATION**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2018.	_____ day of _____, 2018.

Agreement No. FT28M000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: November 1, 2019 - March 31, 2020

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DSWG AJO	301084	NS3	947	947	947	277	124	144	171	139	146	212	948	947
BLANCO	300714	DSWG BSB	301087	NS3	2,546	2,182	1,688	716	554	342	415	325	378	365	1,087	1,725
BLANCO	300714	DSWG DGN	301091	NS3	1,916	1,805	1,821	866	844	536	481	299	326	479	845	1,255
BLANCO	300714	DSWG DUG	301092	NS3	305	269	173	499	406	269	277	130	248	200	248	284
BLANCO	300714	DSWG G-M	301100	NS3	2,532	2,187	1,809	1,514	963	840	873	958	952	1,541	1,875	2,268
BLANCO	300714	DSWG GIL	301105	NS3	1,912	1,619	1,376	2,231	1,608	2,334	2,493	2,125	2,116	2,166	1,508	1,930
BLANCO	300714	DSWG GME	301107	NS3	1,436	1,354	979	526	284	235	223	264	315	471	1,034	1,255
BLANCO	300714	DSWG HAV	301108	NS3	120	118	69	35	30	16	22	27	16	33	75	119
BLANCO	300714	DSWG HAY	301109	NS3	2,410	946	1,889	2,198	1,442	1,222	1,290	1,096	1,050	1,393	1,469	2,049
BLANCO	300714	DSWG HCH	301110	NS3				5,769	4,454	3,422	5,768	2,817	3,191	3,107		
BLANCO	300714	DSWG MOR	301114	NS3	1,468	1,434	898	712	872	363	345	271	276	681	960	1,212
BLANCO	300714	DSWG N78	301115	CC1	3,645	2,988	974		3,876	3,891	4,268	4,334	3,685	3,841	393	3,371
BLANCO	300714	DSWG N78	301115	NS3					2,140	4,712	7,431	9,434	3,560	5,764		
BLANCO	300714	DSWG NOG	301117	NS3	2,534	1,574	1,435	3,875	3,010	2,010	2,010	3,010	3,010	2,684	595	2,134
BLANCO	300714	DSWG PHW	301120	CC1				6,268								
BLANCO	300714	DSWG PHW	301120	NS2				19,952	10,592	2,231			5,452	7,887		
BLANCO	300714	DSWG PHW	301120	NS3				8,815	10,254	836			3,744	12,459		
BLANCO	300714	DSWG PHX	301122	CC1				3,778								
BLANCO	300714	DSWG PHX	301122	NS2				12,027	5,498	1,207	472		2,987	5,032		
BLANCO	300714	DSWG PHX	301122	NS3				6,525	6,841	836		612	2,694	7,951		
BLANCO	300714	DSWG S78	301126	CC1					5,422	4,075	2,668	3,308	4,226	2,876		
BLANCO	300714	DSWG S78	301126	NS3	318	237	3,637	69	2,799	7,362	5,256	7,295	7,088	4,732	150	3,409
BLANCO	300714	DSWG SJW	301129	NN1	1,426	1,889	1,350	2,356	1,108	930	797	736	809	1,926	188	1,328

Agreement No. FT28M000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DSWG SNM	301130	NS3	785	777	444	336	237	241	281	301	257	224	506	636
BLANCO	300714	DSWG SUP	301131	NS3	1,776	219	1,135	2,444	1,419	1,678	1,661	1,400	1,363	1,620	1,128	1,605
BLANCO	300714	DSWG TUS	301133	CC1					1,605	1,712	1,872	1,601	1,430	1,081		
BLANCO	300714	DSWG TUS	301133	NS3					886	1,717	3,077	3,318	1,231	1,503		
BLANCO	300714	DSWG WIL	301135	NS3	1,327	1,192	2,186	2,311	2,518	2,818	1,995	1,673	2,880	2,069	1,514	876
BLANCO	300714	DSWG YUM	301142	CC1	3,639	2,157	2,527								541	3,026
BLANCO	300714	DSWG EUR	314589	NS3				1,953	2,617	3,150	2,534	2,685	1,441	600		
BLANCO	300714	DSWG DG1	330023	NS3	3,411	2,986	2,314	691	658	803	969	758	854	564	1,601	2,496
BLANCO	300714	DSWG PAL	331266	NS3	3	3	3	3	3	3	3	3	3	3	3	3
BONDADST	300724	DSWG PHW	301120	CC1				2,223	2,364	983	1,108	1,041	1,552	1,629		
BONDADST	300724	DSWG PHW	301120	NS2				10,870	11,472	12,626	14,915	14,884	12,106	9,665		
BONDADST	300724	DSWG PHW	301120	NS3				2,170	11,420	13,843	7,376	7,686	12,322	3,192		
BONDADST	300724	DSWG PHX	301122	NS2				6,553	5,955	6,175	2,959	4,859	6,077	5,522		
BONDADST	300724	DSWG S78	301126	NS3							7,901	4,454				
BONDADST	300724	DSWG YUM	301142	NS3				8,677	6,039	5,681	5,204	5,139	5,403	7,007		
KEYSTONE	302132	DSWG G-M	301100	SS1	2,192	2,300	1,244								1,405	1,822
KEYSTONE	302132	DSWG HAV	301108	SN1											150	
KEYSTONE	302132	DSWG HAY	301109	SS1	2,291	2,515	1,401								1,395	1,879
KEYSTONE	302132	DSWG HCH	301110	SS1	4,500	4,500	10								10	2,769
KEYSTONE	302132	DSWG N78	301115	SS1	728	1,562	7,097								1,238	1,593
KEYSTONE	302132	DSWG NOG	301117	SS1	8,215	3,886	4,950								1,560	3,868
KEYSTONE	302132	DSWG PHW	301120	SS1	41,499	31,712	19,460			17,907	20,139	20,037	19,707	14,690	8,001	43,334
KEYSTONE	302132	DSWG PHX	301122	SS1	17,764	12,843				837	2,228	2,443	2,213	756	1	18,934
KEYSTONE	302132	DSWG S78	301126	SS1											1,696	

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
KEYSTONE	302132	DSWG SJW	301129	SN1	4,687	2,083	553		318	904	978	859	881	291	1,656	4,556
KEYSTONE	302132	DSWG SUP	301131	SS1	2,398	2,452	1,266								1,590	1,901
KEYSTONE	302132	DSWG TUS	301133	SS1			349								1,006	

Ex. A-2

Agreement No. FT28M000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
KEYSTONE	302132	DSWG YUM	301142	SS1	20,025	20,311	12,758	3,800	11,109	16,998	13,190	13,250	12,993	13,856	2,373	20,351
KEYSTONE	302132	DSWG EUR	314589	SS1	1	1	1								1	1
WAHA	302404	DSWG HAV	301108	SN1	241	237	138									238
WAHA	302404	DSWG N78	301115	SS1	28,216	530	12,779									17,674
WAHA	302404	DSWG PHW	301120	SS1	36,414	25,076				6,977	10,051	10,000	6,272	4,912		31,914
WAHA	302404	DSWG PHX	301122	SS1	18,777	16,134				3,959	5,745	5,807	3,634	3,134		14,314
WAHA	302404	DSWG S78	301126	SS1	12,607	448	3,704									3,967
WAHA	302404	DSWG TUS	301133	SS1	5,438	70	1,981									4,403
ITEXNEUN	377034	DSWG PHX	301122	SS1	10,000	10,000	7,227	3,973	5,251	10,000	10,000	10,000	10,000	10,000		10,000
IRAMSEYN	48164	DSWG PHX	301122	SS1	5,000	3,811				5,000	5,000	5,000	5,000	5,000		5,000
ITEXNEUN	377034	DSWG YUM	301142	SS1			2,773	6,027	4,749						9,000	
IRAMSEYN	48164	DSWG YUM	301142	SS1	1,000	2,189	6,000	6,000	6,000	1,000	1,000	1,000	1,000	1,000	6,000	1,000
IRAMSEYS	800908	DSWG N78	301115	SS1											9,000	
IRAMSEYS	800908	DSWG PHW	301120	SS1	10,000	10,000	10,000	6,346	9,277	10,000	10,000	10,000	10,000	10,000		10,000
IRAMSEYS	800908	DSWG YUM	301142	SS1				3,654	723						1,000	
TRANSPORTATION CONTRACT DEMAND					**266,449**	**179,543**	**121,345**	**147,039**	**147,741**	**162,825**	**165,446**	**165,378**	**164,888**	**164,118**	**64,750**	**231,446**

Agreement No. FT28M000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

Effective Dates: November 1, 2019 – March 31, 2020

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG PAL	331266	331266	SWG AZ/EPNG PALOMAS PLAIN													500	
DSWG DG1	330023	330023	SWG AZ/EPNG DOUGLAS NO 1													95	
DSWG EUR	314589	314589	SWGAZ/EPNG EUROFRESH													500	
DSWG YUM	301142	334813	SWG AZ/EPNG AVENUE 7E DELIVERY YUMA	740	640	488	1,873	843	507	278	407	466	1,600	413	674	350	
DSWG YUM	301142	334793	SWG AZ/EPNG YUMA COGENERATION YUMA	13,154	12,746	12,170	11	11	11	11	11	11	11	10,280	11,947	350	
DSWG YUM	301142	331922	SWG AZ/EPNG YUMA WEST 20-570 LA PAZ	854	854	623	817	331	108	43	22	49	499	533	827	240	
DSWG YUM	301142	331642	SWG AZ/EPNG YUMA-MESA IRRIGATION ARE	2,000	1,993	2,275	6,732	6,109	6,320	5,268	5,049	4,530	4,703	1,605	1,922	265	
DSWG YUM	301142	331584	SWG AZ/EPNG WELLTON-MOHAWK YUMA	520	561	650	559	569	470	390	390	389	439	486	489	325	
DSWG YUM	301142	330199	SWG AZ/EPNG SAUNDERS MILLS YUMA	306	319	240	600	399	291	214	231	252	104	206	313	55	
DSWG YUM	301142	330039	SWG AZ/EPNG YUMA CITY GATE YUMA	4,519	4,519	5,420	13,621	17,610	14,528	11,755	11,758	11,709	11,817	4,475	5,880	145	
DSWG YUM	301142	320601	SWG AZ/EPNG YUMA FOOTHILLS TAP YUMA	811	1,110	572	2,095	1,409	339	485	549	973	1,469	465	587	275	
DSWG YUM	301142	320534	SWG AZ/EPNG W J SMALL YUMA	135	228	172	22	13	10	11	10	11	13	115	119	90	
DSWG YUM	301142	320385	SWG AZ/EPNG ARIZONA WESTERN COLLEGE	342	299	205	520	520	520	520	520	520	520	173	333	55	
DSWG YUM	301142	320382	SWG AZ/EPNG SOMERTON YUMA	1,187	1,210	1,164	1,298	796	565	409	432	476	678	1,098	1,194	195	
DSWG YUM	301142	320331	SWG AZ/EPNG TANNER PAVING YUMA	96	178	79	10	10	10	10	10	10	10	65	92	155	
DSWG WIL	301135	331689	SWG AZ/EPNG BOWIE COCHISE	349	270	287	244	235	132	135	202	730	172	128	230	475	
DSWG WIL	301135	331538	SWG AZ/EPNG MAINLINE TAPS SAN SIMON	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG WIL	301135	331534	SWG AZ/EPNG MAINLINE TAPS FORT GRANT	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG WIL	301135	330739	SWG AZ/EPNG STEWART FARM AREA COCHIS	10	10	10	10	10	10	10	10	10	10	10	10	490	
DSWG WIL	301135	330630	SWG AZ/EPNG COCHISE NO 3 COCHISE	289	48	10	1,294	1,601	1,819	1,373	857	508	230	194	220	390	
DSWG WIL	301135	320333	SWG AZ/EPNG PEARCE 30-640 COCHISE	441	341	434	434	537	633	427	463	451	346	200	256	310	
DSWG WIL	301135	320332	SWG AZ/EPNG SAN SIMON COCHISE	69	32	69	223	10	99	10	66	105	687	870	53	395	
DSWG WIL	301135	320011	SWG AZ/EPNG COCHISE #2 31-215 COCHI	133	418	1,296	11	10	10	10	10	953	566	82	77	270	
DSWG WIL	301135	300104	SWG AZ/EPNG COCHISE NO 1 COCHISE	16	53	60	75	95	95	10	45	103	38	10	10	270	
DSWG TUS	301133	344227	SWG AZ/EPNG SUNBELT REFINERY PINAL	36		15		7	5	6	8	5	9	6	25		

Agreement No. FT28M000-FTAEPNG

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(Shipper)
Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG TUS	301133	344217	SWG AZ/EPNG HERB KAI #2 PIMA	10		4		4	4	5	6	4	4	2	9	40	
DSWG TUS	301133	331686	SWG AZ/EPNG ANOS DE ORO PIMA	1,119	16	453		392	499	713	807	366	408	213	1,134	195 (Winter) 190 (Summer)	
DSWG TUS	301133	331092	SWG AZ/EPNG AVRA VALLEY PIMA	72	1	46		164	167	228	275	88	37	13	38	240	
DSWG TUS	301133	330657	SWG AZ/EPNG DUVAL CITY GATE PIMA	1,322	23	486		49	606	845	78	48	730	225	1,240	295 (Winter) 290 (Summer)	
DSWG TUS	301133	330409	SWG AZ/EPNG C 19 WM BERLENBACK PINAL	87	1	37		101	155	228	234	130	173	15	57	125	
DSWG TUS	301133	330297	SWG AZ/EPNG OLIVAS CITY GATE PIMA	750	9	339		403	436	452	563	338	236	145	515	190	
DSWG TUS	301133	330231	SWG AZ/EPNG H D MOLLOHAN PINAL	33		14		15	14	17	19	13	14	8	29	95	
DSWG TUS	301133	330225	SWG AZ/EPNG MLT TUCSON LINE 2122 PIM	10		4		4	4	5	6	4	4	2	9		
DSWG TUS	301133	330224	SWG AZ/EPNG MAIN LINE TAPS TUCSON PI	10		4		4	4	5	6	4	4	2	9		
DSWG TUS	301133	330066	SWG AZ/EPNG ETHINGTON NO 1 C 6 PINAL	40		13		34	56	92	92	54	31	3	14	220	
DSWG TUS	301133	320579	SWG AZ/EPNG C-8 DUNCAN BUTLER PINAL	10		4		4	4	5	6	4	4	2	9	80	
DSWG TUS	301133	320567	SWG AZ/EPNG C-1 HAROLD EARLY 30-812	10		4		4	4	5	6	4	4	2	9	90	
DSWG TUS	301133	320537	SWG AZ/EPNG CORONA DE TUCSON 31-661	355	5	173		91	82	119	152	78	110	76	273	350	
DSWG TUS	301133	320529	SWG AZ/EPNG CABALLO ROAD PIMA	436	5	194		245	274	447	556	309	141	84	299	240	
DSWG TUS	301133	320526	SWG AZ/EPNG M. H. MONTGOMERY PINAL	10		4		4	4	5	6	4	4	2	9	90	
DSWG TUS	301133	320497	SWG AZ/EPNG CHARLES L PHILLIPS 31-68	45	1	22		66	95	147	171	116	51	9	31	150	
DSWG TUS	301133	320496	SWG AZ/EPNG W L DUNN 31-687 PIMA	124		108		513	571	764	859	547	323	17	29	150	
DSWG TUS	301133	320304	SWG AZ/EPNG MANVILLE ROAD PIMA	105	1	44		23	25	37	45	25	27	20	72	350	
DSWG TUS	301133	320210	SWG AZ/EPNG HUGHES AIRCRAFT CO PIMA	100	1	55		96	92	270	342	147	55	22	72	270	
DSWG TUS	301133	320138	SWG AZ/EPNG BIANCO BROTHERS C 32 PIN	10		4		4	4	5	6	4	4	2	9	40	
DSWG TUS	301133	320137	SWG AZ/EPNG RICHARD HAWN C 31 PINAL	20		9		7	5	6	11	6	7	4	14	90	
DSWG TUS	301133	320136	SWG AZ/EPNG J W JOHNSON C 3O PINAL	10		4		4	4	5	6	4	4	2	9	90	
DSWG TUS	301133	320131	SWG AZ/EPNG J D AMBURGEY C 2O PINAL	32		12		8	16	19	17	10	8	5	22	85	
DSWG TUS	301133	320129	SWG AZ/EPNG JACK PRETZER C 17 PINAL	10		4		4	4	5	6	4	4	2	9	40	

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Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG TUS	301133	320127	SWG AZ/EPNG WALTER ISOM C 15 PINAL	48		12		25	31	44	45	25	17	5	21	100	
DSWG TUS	301133	320124	SWG AZ/EPNG STATION #C 11 PINAL	10		4		4	4	5	6	4	4	2	9	30	
DSWG TUS	301133	320123	SWG AZ/EPNG STATION #C 10 PINAL	10		4		4	4	5	6	4	4	2	9	30	
DSWG TUS	301133	320122	SWG AZ/EPNG MILTON P SMITH C 9 PINAL	10		4		4	4	5	6	4	4	2	9	125	
DSWG TUS	301133	320121	SWG AZ/EPNG HARUM SINGH C 7 PINAL	10		4		4	4	5	6	4	4	2	9	20	
DSWG TUS	301133	320119	SWG AZ/EPNG R C SMITH C 3 PINAL	10		4		4	4	5	6	4	4	2	9	40	
DSWG TUS	301133	320118	SWG AZ/EPNG RUSSELL DRAPER C 2 PINAL	10		4		4	4	5	6	4	4	2	9	40	
DSWG TUS	301133	314992	SWG AZ/EPNG NEW TUCSON PIMA	32		14		8	4	5	8	4	9	6	22	400	
DSWG TUS	301133	314580	SWG AZ/EPNG HUNT BERWICK DELIVERY PT	532	7	224		184	236	435	547	292	138	100	361	400	
DSWG SUP	301131	334794	SWG AZ/EPNG S-5 FLORENCE CITY GATE #	1,670	1,018	1,071	1,307	760	1,045	935	718	641	679	1,211	1,321	350	
DSWG SUP	301131	334787	SWG AZ/EPNG MAIN LINE TAP PINAL	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG SUP	301131	330837	SWG AZ/EPNG COOLIDGE MAIN LINE TAP P	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG SUP	301131	330430	SWG AZ/EPNG FLORENCE CITY GATE PINAL	460	294	173	60	35	30	135	117	122	138	174	357	350	
DSWG SUP	301131	330065	SWG AZ/EPNG COOLIDGE NO 1 T-2 PINAL	876	493	403	343	143	164	161	148	175	242	574	764	135	
DSWG SUP	301131	320549	SWG AZ/EPNG ARCOTA STEEL MILL 30-760	43	29	25	28	10	10	10	10	10	13	17	25	45	
DSWG SUP	301131	320519	SWG AZ/EPNG SUPERIOR CITY GATE #2 PI	486	335	317	352	286	285	280	271	272	286	302	384	100	
DSWG SUP	301131	320322	SWG AZ/EPNG ARIZONA WATER CO S 34 PI	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG SUP	301131	320142	SWG AZ/EPNG J A ROBERTS S 25 PINAL	451	362	278	240	91	68	64	61	68	163	309	473	350	
DSWG SUP	301131	320115	SWG AZ/EPNG FEDERAL PRISON S 1 PINAL	138	90	84	64	44	26	26	25	25	49	81	132	18	
DSWG SUP	301131	320113	SWG AZ/EPNG SUPERIOR PINAL													100	
DSWG SUP	301131	320106	SWG AZ/EPNG COOLIDGE NO 3 PINAL	10	10	10	10	10	10	10	10	10	10	10	10	100	
DSWG SUP	301131	320105	SWG AZ/EPNG COOLIDGE NO 2 PINAL	10	10	10	10	10	10	10	10	10	10	10	10	200	
DSWG SNM	301130	331459	SWG AZ/EPNG MLT SAN MANUEL PINAL	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG SNM	301130	330038	SWG AZ/EPNG SAN MANUEL CITY GATE PIN	775	767	434	326	227	231	271	291	247	214	496	626	90	

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(Shipper)
Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG SJW	301129	334789	SWG AZ/EPNG GOLDEN SHORES MOHAVE	78	56	43	18	10	10	10	10	10	18	56	72	50	
DSWG SJW	301129	334457	SWG AZ/EPNG TIERRA VERDE (20-595) MO	1,866	1,389	751	426	232	319	310	287	316	467	177	1,808	500	
DSWG SJW	301129	331658	SWG AZ/EPNG BULLHEAD CITY MOHAVE	3,714	2,156	923	1,605	986	1,287	1,249	1,114	1,170	1,505	1,402	3,530	250	
DSWG SJW	301129	320594	SWG AZ/EPNG SAM JOY CITY GATE MOHAVE	455	371	186	307	198	218	206	184	194	227	209	474	500	
DSWG S78	301126	801182	SWG AZ/EPNG COLOSSAL CAVE DELIVERY P	309	18	164	2	254	300	375	353	282	276	41	136		
DSWG S78	301126	334845	SWG AZ/EPNG VALENCIA TAP DELIVERY PI	2,667	148	1,419	22	1,937	1,602	1,873	1,817	1,484	2,747	344	1,023		
DSWG S78	301126	334844	SWG AZ/EPNG PIMA PORK MAINLINE TAPS	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG S78	301126	334843	SWG AZ/EPNG ALVERNON CITY GATE DELIV	2,147	116	887	6	1,183	1,955	2,575	2,397	1,845	864	334	1,121	350	
DSWG S78	301126	334842	SWG AZ/EPNG UNIVERSITY OF ARIZONA RE	1,056	32	507	2	325	538	708	660	507	238	126	509	350	
DSWG S78	301126	330931	SWG AZ/EPNG HOUGHTON ROAD PIMA	2,860	157	2,211	18	1,580	2,946	5,914	5,285	3,129	2,116	284	1,169	395 (Winter) 390 (Summer)	
DSWG S78	301126	330148	SWG AZ/EPNG CITY GATE EAST RULES BAS	3,659	191	1,947	8	2,762	3,811	4,006	4,168	3,891	1,213	675	3,283	350	
DSWG S78	301126	320467	SWG AZ/EPNG FLETCHER RANCH PIMA	217	13	196	1	170	275	364	367	166	144	32	125	350	
DSWG S78	301126	320209	SWG AZ/EPNG VAIL PIMA													100	
DSWG PHX	301122	334838	SWG AZ/EPNG NEW FLORENCE DELIVERY PI				10	10	10	10	10	10	10			525	
DSWG PHX	301122	334837	SWG AZ/EPNG GERMANN DELIVERY PINAL				10	10	10	10	10	10	10			525	
DSWG PHX	301122	334806	SWG AZ/EPNG GILBERT CITY GATE MARICO	373	301		5,143	5,085	5,246	4,619	5,075	5,943	5,729		351	400	
DSWG PHX	301122	334797	SWG AZ/EPNG BELL RANCH MARICOPA	483	414	68	242	162	196	185	199	224	269		468	325	
DSWG PHX	301122	334790	SWG AZ/EPNG FOOTHILLS CLUB WEST MARI	683	586	94	96	57	42	35	39	44	106		661	175	
DSWG PHX	301122	334782	SWG AZ/EPNG CAPITOL FOUNDRY MARICOPA	1	1	1	11	11	11	11	11	11	11		1	150	
DSWG PHX	301122	334780	SWG AZ/EPNG DOBSON ROAD MARICOPA	840	725	132	457	308	371	350	375	424	508		815	190	
DSWG PHX	301122	334636	SWG AZ/EPNG WEST CHANDLER GIN MARICO	269	231	40	51	31	23	19	21	24	56		261	100	
DSWG PHX	301122	331663	SWG AZ/EPNG THE LAKES METER STATION	1,044	897	152	327	256	356	346	367	409	363		1,011	190	
DSWG PHX	301122	331531	SWG AZ/EPNG MAINLINE TAPS CHANDLER	402	346	57	9	9	9	8	9	9	10		388		

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DSWG PHX	301122	331368	SWG AZ/EPNG CHANDLER #3 20-434 MARIC	5,326	4,570	751	2,396	1,613	1,948	1,839	1,968	2,220	2,662		5,156	300	
DSWG PHX	301122	330855	SWG AZ/EPNG SCOTTSDALE MARICOPA	15,966	13,689	2,237	11,284	6,885	8,349	7,971	8,963	10,263	13,423		15,452	300	
DSWG PHX	301122	330467	SWG AZ/EPNG SOUTH TEMPE MARICOPA	1,113	958	169	161	95	70	59	64	74	177		1,080	165	
DSWG PHX	301122	330031	SWG AZ/EPNG GUADALUPE MARICOPA	16,282	14,031	2,510	7,711	5,192	6,271	5,920	6,335	7,146	8,570	1	15,796	300	
DSWG PHX	301122	330030	SWG AZ/EPNG CHANDLER NO 2 MARICOPA				1,147	1,178	1,927	2,025	2,075	2,199	1,272			325	
DSWG PHX	301122	330029	SWG AZ/EPNG CHANDLER NO 1 MARICOPA	5,512	3,259	505	1,984	1,335	1,612	1,521	1,628	1,837	2,203		3,814	265	
DSWG PHX	301122	320588	SWG AZ/EPNG ANOZIRA MARICOPA	302	260	46	217	166	189	178	189	209	240		293	190	
DSWG PHX	301122	320524	SWG AZ/EPNG PIMA-CHANDLER INDUST PK	166	144	30	156	119	136	128	135	150	172		161	190	
DSWG PHX	301122	320415	SWG AZ/EPNG HI-TOWN MARICOPA	211	181	30	142	109	124	116	124	137	158		203	150	
DSWG PHX	301122	320409	SWG AZ/EPNG LONE BUTTE RANCH MARICOP	392	337	57	199	169	215	207	218	240	221		380	200	
DSWG PHX	301122	320298	SWG AZ/EPNG E F GATES MARICOPA	396	340	57	178	119	144	136	145	164	197		383	400	
DSWG PHX	301122	320041	SWG AZ/EPNG ST JOHNS MISSION MARICOP	53	46	8	27	21	24	22	23	26	30		51	150	
DSWG PHX	301122	314968	SWG AZ/EPNG CHANDLER #4 DELIVERY POI	1,727	1,472	283	898	605	731	689	738	832	998		1,523	250	
DSWG PHW	301120	334826	SWG AZ/EPNG LAKE PLEASANT DELIVERY M	5	5	1	10	10	10	10	10	10	10		5	500	
DSWG PHW	301120	334796	SWG AZ/EPNG GARDEN LAKES MARICOPA	422	279	101	184	174	194	192	194	206	192	30	408	400	
DSWG PHW	301120	334227	SWG AZ/EPNG NORTH PHX. CITY GATE MAR	34,861	28,569	16,346	12,361	10,888	12,719	12,612	12,714	13,513	15,163	4,132	33,866	500	
DSWG PHW	301120	331656	SWG AZ/EPNG BELL ROAD MARICOPA	8,344	5,520	1,985	8	6,008	6,974	6,907	6,963	7,405	8	578	8,076	400	
DSWG PHW	301120	331376	SWG AZ/EPNG SOUTHERN AVENUE MARICOPA	1,665	1,103	412	361	219	166	146	151	167	375	122	1,612	400	
DSWG PHW	301120	331079	SWG AZ/EPNG OLIVE AVENUE MARICOPA	1,519	1,003	354	1,695	1,497	1,738	1,721	1,735	1,845	1,995	104	1,469	365	
DSWG PHW	301120	330433	SWG AZ/EPNG GLENDALE CITY GATE MARIC	20,038	13,410	5,909	22,227	17,125	21,006	19,612	19,305	24,017	24,098	1,762	19,496	395	
DSWG PHW	301120	330249	SWG AZ/EPNG LATERAL 25 MARICOPA	1	1	1	1	1	1	1	1	1	1	1	1	400	
DSWG PHW	301120	330032	SWG AZ/EPNG LATERAL 16 MARICOPA	14,386	12,582	3,393	16,630	16,947	19,800	19,633	19,789	21,036	18,838	993	13,920	265	
DSWG PHW	301120	320590	SWG AZ/EPNG VENTANA LAKES (34-265) M	585	387	139	526	458	531	526	530	564	610	41	566	54	
DSWG PHW	301120	320475	SWG AZ/EPNG ARROWHEAD RANCHES MARICO				463	405	450	452	460	476	527			390	
DSWG PHW	301120	320427	SWG AZ/EPNG NEW RIVER MARICOPA	26	17	6	7	7	8	8	8	8	8	2	25	115	

Agreement No. FT28M000-FTAEPNG

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EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG PHW	301120	320425	SWG AZ/EPNG CAVE CREEK 31-312 MARICO	348	233	105	26	16	12	11	11	12	27	32	338	340	
DSWG PHW	301120	314967	SWG AZ/EPNG GLENDALE AIRPORT DEL MAR	3,669	2,327	215	1,818	1,399	1,624	1,609	1,622	1,725	2,198	59	3,487	400	
DSWG PHW	301120	314906	SWG AZ/EPNG DESERT HILLS DELIVERY PO	1,734	1,147	416	263	186	141	123	128	141	318	122	1,679	400	
DSWG PHW	301120	300107	SWG AZ/EPNG LAVEEN MARICOPA	310	205	77	64	39	29	26	27	29	66	23	300	400	
DSWG NOG	301117	334832	SWG AZ/EPNG ARIVACA DELIVERY PIMA	333	236	258	946	1,007	671	671	1,000	1,000	764	279	395	290	
DSWG NOG	301117	331524	SWG AZ/EPNG TWIN BUTTES PIMA	10,406	5,214	6,117	2,919	1,993	1,329	1,329	2,000	2,000	1,910	1,866	5,597	295 (Winter) 290 (Summer)	
DSWG NOG	301117	320502	SWG AZ/EPNG RUBY STAR PIMA	10	10	10	10	10	10	10	10	10	10	10	10	25	
DSWG N78	301115	334847	SWG AZ/EPNG EL MORAGA DELIVERY PIMA	216	34	98		25	16	19	23	16	47	74	141	350	
DSWG N78	301115	334827	SWG AZ/EPNG ROBSON RANCH DELIVERY PI	149	36	107		36	35	45	50	37	58	74	156	350	
DSWG N78	301115	334176	SWG AZ/EPNG HEXEL PINAL	276	43	155		43	16	52	58	43	70	89	155	135	
DSWG N78	301115	331966	SWG AZ/EPNG R-5 ALBERT FORBACK PINAL	208	33	93		25	29	51	47	43	47	65	140	195	
DSWG N78	301115	331682	SWG AZ/EPNG NORTH LOOP SUBSTATION PI	6,130	996	3,147		1,366	3,076	4,425	4,992	1,692	3,576	2,156	5,206	340	
DSWG N78	301115	331558	SWG AZ/EPNG DREXEL HEIGHTS 20-198 PI	819	117	575		183	292	303	294	161	182	259	565	300	
DSWG N78	301115	331344	SWG AZ/EPNG LATERAL NO 8 PIMA	551	118	346		103	77	90	106	74	175	259	487	290	
DSWG N78	301115	330839	SWG AZ/EPNG ELOY MAIN LINE TAP PINAL	10	10	10		10	10	10	10	10	10	10	10		
DSWG N78	301115	330663	SWG AZ/EPNG CORTARO CITY GATE PIMA	8,302	1,329	5,426		1,282	1,841	1,908	2,259	1,751	1,397	2,419	5,430	345 (Winter) 340 (Summer)	
DSWG N78	301115	330312	SWG AZ/EPNG CASA GRANDE NO 1 PINAL	408	64	207		95	96	120	136	99	128	139	279	135	
DSWG N78	301115	330149	SWG AZ/EPNG CITY GATE WEST DELIVERY	12,333	1,876	8,431		1,906	1,602	2,491	3,579	2,052	2,920	4,063	7,927	345	
DSWG N78	301115	330136	SWG AZ/EPNG PICACHO T 15 PINAL	81	12	38		26	48	66	63	39	33	26	51	150	
DSWG N78	301115	330091	SWG AZ/EPNG ARIZ PORTLAND CEMENT CO	86	14	163		71	98	234	234	68	45	28	65	240	
DSWG N78	301115	330064	SWG AZ/EPNG CASA GRANDE NO 2 PINAL	451	44	378		203	441	700	684	387	252	173	282	135	
DSWG N78	301115	320612	SWG AZ/EPNG NORTH LOOP SUBSTATION 31													350	
DSWG N78	301115	320576	SWG AZ/EPNG C E HANDY PIMA	219	34	118		33	41	54	64	39	46	74	154	145 (Winter) 140 (Summer)	

Agreement No. FT28M000-FTAEPNG

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(Shipper)
Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG N78	301115	320574	SWG AZ/EPNG J R HELLER PIMA	65	10	28		15	22	27	32	18	13	22	58	145 (Winter) 140 (Summer)	
DSWG N78	301115	320531	SWG AZ/EPNG CHOLLA HIGH SCHOOL PIMA	562	59	464		116	147	201	234	145	99	168	374	150	
DSWG N78	301115	320518	SWG AZ/EPNG PARADISE ESTATES 31-556	414	53	193		63	64	70	75	54	83	118	282	140	
DSWG N78	301115	320472	SWG AZ/EPNG VILLAGE OF SACATON PINAL	102	16	98		39	70	86	79	57	46	38	72	90	
DSWG N78	301115	320358	SWG AZ/EPNG CASA GRANDE CITY GATE #3	297	47	128		124	212	272	238	145	95	92	199	135	
DSWG N78	301115	320345	SWG AZ/EPNG RED ROCK PINAL	38	5	57		32	54	65	65	34	29	19	26	140	
DSWG N78	301115	320207	SWG AZ/EPNG MARANA IRRIG CO #9 PIMA	10	10	10		10	10	10	10	10	10	10	10	30	
DSWG N78	301115	320205	SWG AZ/EPNG MARANA IRRIG CO #7 1/2 P	157	21	88		47	67	86	106	58	38	44	84	55	
DSWG N78	301115	320203	SWG AZ/EPNG MARANA AIR BASE PINAL	107	9	60		11	14	30	39	18	12	20	77	95	
DSWG N78	301115	320149	SWG AZ/EPNG LE ROY HACKLER T 16 PINA	85	13	42		17	17	21	24	18	24	29	58	200	
DSWG N78	301115	320147	SWG AZ/EPNG B J BROOKS T 13 PINAL	15	1	5		3	4	6	6	5	3	4	2	100	
DSWG N78	301115	320145	SWG AZ/EPNG J D SINGH T 11 PINAL	11	11	11		11	11	11	11	11	11	11	11	90	
DSWG N78	301115	320140	SWG AZ/EPNG JOHN D SINGH P 3 PINAL	6	5	6		8	9	10	10	9	5	6	5	35	
DSWG N78	301115	320110	SWG AZ/EPNG ETHINGTON NO 3 R 1 PINAL	90	21	91		23	22	28	32	23	39	43	89	140	
DSWG N78	301115	320108	SWG AZ/EPNG ELOY NO 2 PINAL	32	3	12		9	16	11	10	8	4	6	12	150	
DSWG N78	301115	320107	SWG AZ/EPNG ELOY NO 1 PINAL	359	36	265		81	146	197	198	121	108	93	231	150	
DSWG MOR	301114	331655	SWG AZ/EPNG MORENCI C 20-102 GREENLE	657	625	396	244	424	192	177	116	98	238	390	531	95	
DSWG MOR	301114	330245	SWG AZ/EPNG MAIN LINE TAPS GREENLEE	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG MOR	301114	320103	SWG AZ/EPNG MORENCI D GREENLEE	654	646	442	441	428	151	148	135	158	420	444	534	95	
DSWG MOR	301114	320100	SWG AZ/EPNG CLIFTON A GREENLEE	147	153	50	17	10	10	10	10	10	13	116	137	95	
DSWG HAY	301109	334786	SWG AZ/EPNG MAIN LINE TAP PINAL	8	5	7	10	10	10	10	10	10	10	7	7		
DSWG HAY	301109	334719	SWG AZ/EPNG SPACE RANCH PINAL	2,427	1,655	1,634	1,226	827	671	669	609	642	734	1,523	2,095	500	
DSWG HAY	301109	331566	SWG AZ/EPNG KENNECOTT LEACHING PLANT	510	538	651	319	247	256	271	149	89	182	319	375	275	
DSWG HAY	301109	331460	SWG AZ/EPNG MLT WINKELMAN PINAL	10	10	10	10	10	10	10	10	10	10	10	10		

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(Shipper)
Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG HAY	301109	320533	SWG AZ/EPNG HURST PIMA	218	122	178	61	76	30	70	110	96	52	123	179	150	
DSWG HAY	301109	320532	SWG AZ/EPNG TRICO ELECT COOP 30-096	11	11	11	10	10	10	10	10	10	10	11	11	150	
DSWG HAY	301109	320528	SWG AZ/EPNG HARRY L CHAFFEE PIMA	304	199	156	119	50	49	55	23	24	88	184	250	150	
DSWG HAY	301109	320370	SWG AZ/EPNG CORTARO WATER USERS PIMA	22	15	13	10	10	10	10	10	10	10	15	19	40	
DSWG HAY	301109	320319	SWG AZ/EPNG ORACLE JUNCTION PINAL	589	381	292	252	94	90	93	75	71	170	325	498	165	
DSWG HAY	301109	320299	SWG AZ/EPNG KEARNEY GILA	11	11	11	10	10	10	10	10	10	10	11	11		
DSWG HAY	301109	320112	SWG AZ/EPNG HAYDEN GILA	136	79	68	61	24	13	13	11	13	33	60	104	95	
DSWG HAY	301109	320046	SWG AZ/EPNG WINKELMAN GILA	140	123	79	31	16	10	10	10	10	26	72	114	35	
DSWG HAY	301109	320023	SWG AZ/EPNG MAMMOTH PINAL	315	312	180	79	58	53	59	59	55	58	204	255	70	
DSWG HAV	301108	331685	SWG AZ/EPNG WENDEN-SALOME LA PAZ	255	251	139	21	13	7	7	7	7	17	152	252	500	
DSWG HAV	301108	330863	SWG AZ/EPNG PARKER 20-546 LA PAZ	20	20	20	6	12	6	12	17	6	9	20	20	500	
DSWG HAV	301108	330522	SWG AZ/EPNG AGUILA LA PAZ	86	84	48	8	5	3	3	3	3	7	53	85	230	
DSWG GME	301107	330026	SWG AZ/EPNG MIAMI NO 1 GILA	845	824	655	356	226	189	186	210	257	338	691	742	100	
DSWG GME	301107	320300	SWG AZ/EPNG HOOPES LIME KILN 30-190	87	83	45	45	25	29	26	33	28	48	48	72	200	
DSWG GME	301107	300106	SWG AZ/EPNG MIAMI NO 4 GILA	504	447	279	125	33	17	11	21	30	85	295	441	90	
DSWG GIL	301105	331535	SWG AZ/EPNG MIANLINE TAPS GILA BEND	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG GIL	301105	331533	SWG AZ/EPNG MAINLINE TAPS EHRENBERG-														
DSWG GIL	301105	331530	SWG AZ/EPNG MAINLINE TAPS BUCKEYE MA	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG GIL	301105	331269	SWG AZ/EPNG GILA BEND CITY GATE MARI	76	65	82	131	48	66	70	56	56	126	80	79	395	
DSWG GIL	301105	330965	SWG AZ/EPNG RAINBOW VALLEY MARICOPA	823	711	853	1,307	1,057	1,420	1,502	1,208	1,205	1,191	878	852	500	
DSWG GIL	301105	330667	SWG AZ/EPNG MATORI HILVERT MARICOPA	10	10	10	10	10	10	10	10	10	10	10	10	450	
DSWG GIL	301105	320446	SWG AZ/EPNG EHRENBERG LA PAZ	29	25	24	3	1	2	2	1	1	1	27	30	100	
DSWG GIL	301105	320357	SWG AZ/EPNG BALES AND BELOAT #2 MARI													125	
DSWG GIL	301105	320294	SWG AZ/EPNG BALES AND BELOAT MARICOP	10	10	10	10	10	10	10	10	10	10	10	10	100	

Agreement No. FT28M000-FTAEPNG

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(Shipper)
Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG GIL	301105	314565	SWG AZ/EPNG RANCHO EL DORADO DEL PT.	944	778	377	750	462	806	879	820	814	808	483	929	525	
DSWG G-M	301100	331708	SWG AZ/EPNG MIAMI NO 2 GILA	1,294	1,249	882	422	273	251	274	243	227	424	954	1,139	90	
DSWG G-M	301100	331462	SWG AZ/EPNG MLT SAN CARLOS GILA	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG G-M	301100	330197	SWG AZ/EPNG MAIN LINE TAPS GILA	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG G-M	301100	330134	SWG AZ/EPNG GLOBE NO 1 GILA	2,265	2,130	1,433	651	382	293	318	424	441	650	1,417	1,927	150	
DSWG G-M	301100	320353	SWG AZ/EPNG SAN CARLOS GILA	157	150	101	52	48	52	46	49	52	92	130	135	120	
DSWG G-M	301100	320019	SWG AZ/EPNG GLOBE NO 2 GILA	988	938	617	369	240	224	215	222	212	355	759	869	100	
DSWG DUG	301092	331529	SWG AZ/EPNG MAINLINE TAPS APACHE COC	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG DUG	301092	320398	SWG AZ/EPNG COCHISE JUNIOR COLLEGE C	137	118	47	226	225	179	187	40	158	110	158	132	200	
DSWG DUG	301092	320295	SWG AZ/EPNG RODEO MAINLINE TAP COCHI	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG DUG	301092	320005	SWG AZ/EPNG DOUGLAS NO 2 COCHISE	88	71	46	22	17	10	10	10	10	10	10	47	90	
DSWG DUG	301092	300102	SWG AZ/EPNG DOUGLAS NO 3 COCHISE	60	60	60	231	144	60	60	60	60	60	60	85	90	
DSWG DGN	301091	331544	SWG AZ/EPNG MAINLINE TAPS LINE 1007	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG DGN	301091	331537	SWG AZ/EPNG MAINLINE TAPS ST DAVID C	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG DGN	301091	331532	SWG AZ/EPNG MAINLINE TAPS EL FRIDA C	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG DGN	301091	331528	SWG AZ/EPNG ML TAPS LINE 1007 AND 10	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG DGN	301091	330916	SWG AZ/EPNG EL FRIDA COCHISE	286	473	768	362	290	180	114	13	11	131	142	191	400	
DSWG DGN	301091	320383	SWG AZ/EPNG MCNEAL COCHISE	11	11	11	11	11	11	11	11	11	11	11	11	195	
DSWG DGN	301091	320195	SWG AZ/EPNG TOMBSTONE COCHISE	620	538	439	213	222	115	138	96	102	128	267	397	137	
DSWG DGN	301091	320175	SWG AZ/EPNG ST DAVID COCHISE	257	188	65	10	51	74	23	26	38	54	112	210	145	
DSWG DGN	301091	300103	SWG AZ/EPNG DOUGLAS NO 4 31-691 COCH	702	555	498	230	230	116	155	113	124	115	273	406	165	
DSWG BSB	301087	331461	SWG AZ/EPNG MLT BISBEE COCHISE	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG BSB	301087	331270	SWG AZ/EPNG WARREN BISBEE CITY GATE	470	115	1,636	682	524	312	385	295	348	335	1,046	1,670	250	
DSWG BSB	301087	330196	SWG AZ/EPNG MAIN LINE TAPS COCHISE	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG BSB	301087	300105	SWG AZ/EPNG NACO COCHISE	56	47	32	14	10	10	10	10	10	10	21	35	95	

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(Shipper)
Dated: September 17, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DSWG BSB	301087	47928	SWG AZ/EPNG DOUBLE ADOBE DELIVERY CO	2,000	2,000											240	
DSWG AJO	301084	330838	SWG AZ/EPNG CASA GRANDE MAIN LINE TA	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG AJO	301084	320321	SWG AZ/EPNG TRANSARIZONA 31-503 PINA	10	10	10	10	10	10	10	10	10	10	10	10		
DSWG AJO	301084	320003	SWG AZ/EPNG AJO HEIGHTS PIMA	927	927	927	257	104	124	151	119	126	192	928	927	90	
CONTRACT METER QUANTITY (CMQ(s))				**258,534**	**172,053**	**119,017**	**138,623**	**140,009**	**155,447**	**156,172**	**159,115**	**159,399**	**159,844**	**63,135**	**226,177**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-13

Agreement No. FT28M000-FTAEPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: September 17, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	November 1, 2019 – March 31, 2020				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time. In accordance with, and subject to, paragraph 15, Shipper shall pay El Paso the lesser of the Article 11.2 Rate Schedule FT-1 Arizona rates set forth on Section 37 of El Paso's Tariff or El Paso's otherwise applicable maximum Rate Schedule FT-1 Arizona rates, plus applicable surcharges.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

(The following letter agreement has been amended by a letter agreement dated August 13, 2013.)



April 3, 2013

Mr. Tom Carlson
Arizona Public Service Company
400 N. 5th Street, M.S. 9831
Phoenix, AZ 85072-3999

Dear Tom:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for Arizona Public Service Company ("APS") (EPNG and APS jointly referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT24U000, FT24V000, FT24T000, FT24W000 and H8227000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract No. FT24U000 (to be replaced by Contract No. FT39D000), Contract No. FT24V000 (to be replaced by Contract No. FT39E000), Contract No. FT24W000 (to be replaced by Contract No. FT39H000), and Contract No. H8227000 (to be replaced by Contract No. H822E000). Additionally, the Parties have executed amendments to Contract Nos. FT24T000 and OA22X000 that, when effective, will amend and restate those contracts (the amended contracts are hereinafter referred to as "Amended Contract No. FT24T000" and "Amended Contract No. OA22X000," respectively). Contract Nos. FT39D000, FT39E000, FT39H000, H822E000, Amended Contract No. FT24T000, and Amended Contract No. OA22X000 shall be collectively referred to as the "Contract Package."

2. Within thirty (30) calendar days following the execution of this Letter Agreement and the agreements in the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s).

El Paso Natural Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Tel. 719.473.2300

If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and the Letter Agreement and the agreements comprising the Contract Package will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and agreements comprising the Contract Package without modification and/or condition.

4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay APS by electronic funds transfer (or by other mutually agreeable means):
   a. ~~$1,369,628~~$1,371,825.65 for refunds in Docket No. RP08-426-000. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to APS regardless of any past or future FERC or court decisions in that or any other proceeding; and

   b. ~~$5,572,104~~$5,581,048.47 for refunds in Docket No. RP10-1398-000. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which APS may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. Pursuant to Paragraph 6 of this Letter Agreement, no refunds shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363-000. No refunds shall be paid, due or owing in association with Contract Nos. FT24U000 or FT24V000. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

   a. For Contract Nos. FT24W000 and FT39H000, if any specific reservation or usage rate in Contract No. FT39H000 is higher than the applicable maximum recourse reservation rate or usage rate ("Final Reservation Rate" and "Final Usage Rate," respectively) ultimately established for the same service by the FERC in Docket No. RP10-1398-000 by a final order no longer subject to rehearing and appeal ("Final Order"), EPNG shall pay APS additional refunds associated with those contracts based on the difference between the Final Reservation Rate or Final Usage Rate and the reservation rate or usage rate in Contract No. FT39H000. Refunds, if any, associated with service under Contract Nos. FT24W000 and FT39H000 to "out-of-zone" deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.

   b. For Contract Nos. H8227000 and H822E000, if any specific reservation or usage rate in Contract No. H822E000 is higher than the Final Reservation Rate and Final Usage Rate ultimately established by a Final Order, EPNG shall pay APS additional refunds associated with those contracts based on the difference between the Final Reservation Rate or Final Usage Rate and the reservation rate or usage rate in Contract No. H822E000. Refunds, if any, associated with service under Contract Nos. H8227000 and H822E000 to "out-of-zone" deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.

c. For Contract Nos. FT39D000 and FT39E000, if any specific usage rate in these two contracts is higher than the Final Usage Rate ultimately established by a Final Order, EPNG shall pay APS refunds associated with those contracts based on the difference between the Final Usage Rate, as applicable, and the usage rate paid under Contract Nos. FT39D000 and FT39E000. Refunds, if any, associated with service under Contract Nos. FT39D000 and FT39E00 to "out-of-zone" deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.

d. For Contract No. FT24T000 and Amended Contract No. FT24T000, if any specific reservation or usage rate paid under those contracts during the applicable time period is higher than the Final Reservation Rate and Final Usage Rate ultimately established by a Final Order, EPNG shall pay APS refunds associated with those contracts based on the difference between the Final Reservation Rate or Final Usage Rate and the reservation rate or usage rate paid under those contracts. Refunds, if any, associated with service under Contract No. FT24T000 and Amended Contract No. FT24T000 to "out-of-zone" deliveries shall be based on the reservation and usage rates actually paid and the Final Reservation and Usage Rates.

e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by electronic funds transfer (or by other mutually agreeable means) when refunds are provided in Docket No. RP10-1398-000.

6. Upon the effective date of this Letter Agreement, APS agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to APS. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other agreement that is or may be held at any time by APS, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects APS's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Robin J. Janes

ARIZONA PUBLIC SERVICE COMPANY

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of April, 2013.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of April, 2013.



August 13, 2013

Mr. Tom Carlson
Arizona Public Service Company
400 N. 5th Street, M.S. 9831
Phoenix, AZ 85072-3999

Re: Amendment to Paragraph 4 of the Letter Agreement dated April 3, 2013 between El Paso Natural Gas Company, L.L.C. and Arizona Public Service Company

Dear Tom:

El Paso Natural Gas Company, L.L.C. ("EPNG") and Arizona Public Service Company ("APS") (EPNG and APS jointly referred to herein as "Parties") executed a letter agreement dated April 3, 2013 that was accepted in Docket No. RP13-786-000 by the Federal Energy Regulatory Commission ("FERC") (hereinafter referred to as "April 3 Letter Agreement"). Paragraphs 4.a. and 4.b. of the April 3 Letter Agreement, inter alia, provide for refunds of $1,369,628 for Docket No. RP08-426-000 and $5,572,104 for Docket No. RP10-1398-000. Those refund amounts included interest calculated for a payment date of June 1, 2013. Because the payment occurred on June 19, 2013, the Parties agree that upon the approval or acceptance of the subject letter agreement ("Amendment") by the FERC in its entirety, without any modification or condition, this Amendment shall amend: 1) Paragraph 4.a. of the April 3 Letter Agreement to include additional interest of $2,197.65 for Docket No. RP08-426-000; and 2) Paragraph 4.b. of the April 3 Letter Agreement to include additional interest of $8,944.47 for Docket No. RP10-1398-000. These additional amounts shall be paid by credit on the next invoice rendered to APS at least two days following such approval or acceptance by the FERC. If the credit is not on the September 2013 invoice, EPNG shall calculate the additional interest and credit such additional interest accruing after the rendering of the September 2013 invoice until an invoice is rendered with such credit. No other changes to the April 3 Letter Agreement or any other agreement are intended or will be effectuated by this Amendment and all other terms of the April 3 Letter Agreement or any other agreement shall remain unchanged by this Amendment.

If this Amendment reflects APS's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. The executed agreement may be scanned and sent to EPNG by e-mail to Ms. Robin Janes (robin_janes@kindermorgan.com). EPNG shall execute two (2) copies of that scanned document and provide one (1) copy to APS for its files. The scanned document when executed by both Parties shall constitute and be deemed an original document by the Parties.

El Paso Natural Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Tel. 719.473.2300

Sincerely,

_____
Robin J. Janes

ARIZONA PUBLIC SERVICE COMPANY

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of August, 2013.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Chris M. Meyer

Title VP – Business Management

Date_____

Accepted and agreed to this
_____ day of August, 2013.

Agreement No. FT3HX000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Agreement No. FT3HX000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 16, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths***: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
41,622	January
38,265	February
43,870	March
61,895	April
66,445	May
86,938	June
99,994	July
99,392	August
86,509	September
79,974	October
53,302	November
36,888	December

11. ***Term of Firm Transportation Service:*** Beginning: May 1, 2017
Ending: December 31, 2052

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St. MS 9831
Phoenix, AZ 85004
Attn: APS Fuel Procurement (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3HX000-FT1EPNG, last amended on May 1, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

ARIZONA PUBLIC SERVICE COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. FT3HX000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 16, 2023

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					**41,622**	**38,265**	**43,870**	**61,895**	**66,445**	**86,938**	**99,994**	**99,392**	**86,509**	**79,974**	**53,302**	**36,888**

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2025 - December 31, 2052

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					**41,622**	**38,265**	**43,870**	**61,895**	**66,445**	**86,938**	**99,994**	**99,392**	**86,509**	**79,974**	**53,302**	**36,888**

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH								5,000					250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH					2,112	41,140	77,383	73,893	68,461	14,099	10,000		400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	41,622	38,265	43,870	61,895	64,333	45,798	22,611	20,499	18,048	65,875	43,302	36,888	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUANTITY (CMQ(s))				**41,622**	**38,265**	**43,870**	**61,895**	**66,445**	**86,938**	**99,994**	**99,392**	**86,509**	**79,974**	**53,302**	**36,888**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3HX000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 16, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2052					

Agreement No. FT3HX000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3*
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff as that provision may be changed or relocated from time to time		January 1, 2025 – December 31, 2034	(1a)				
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff as that provision may be changed or relocated from time to time		January 1, 2035 – December 31, 2039	(1b)				
STML ANA STML PER STML SJN	302344 302346 302347	INORBAJA	301693	January 1, 2040 – December 31, 2052	(1c)				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.9917 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s): the rate equal to the maximum Arizona reservation rate for Rate Schedule FT-1 set forth in Transporter's Tariff (as that rate may change for time to time).

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT39H000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA PUBLIC SERVICE COMPANY

Dated: October 17, 2023

Agreement No. FT39H000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 17, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. FT39H000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
19,000	January - March
22,500	April and May
27,000	June
31,500	July - September
29,000	October
23,000	November
19,000	December

11. ***Term of Firm Transportation Service:*** Beginning: June 1, 2013
Ending: December 31, 2051

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St. MS 9831
Phoenix, AZ 85004
Attn: APS Fuel Procurement (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT39H000-FT1EPNG, originally dated on June 1, 2013.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. FT39H000-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

ARIZONA PUBLIC SERVICE COMPANY	**EL PASO NATURAL GAS COMPANY, L.L.C.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 17, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2025 - December 31, 2051

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BONDADST	300724	DAPS YUM	330458	NS3	14,349	16,329	14,194	5,373	9,353	280	151	4,052	448	185	17,651	19,000	225	242
KEYSTONE	302132	DAPS YUM	330458	SS1	4,651	2,671		11,089	5,228	1,715	15,300	22,489	4,449	28,815	2,690		225	242
WAHA	302404	DAPS YUM	330458	SS1			4,806	6,038	7,919	25,005	16,049	4,959	26,603		2,659		225	242
TRANSPORTATION CONTRACT DEMAND					**19,000**	**19,000**	**19,000**	**22,500**	**22,500**	**27,000**	**31,500**	**31,500**	**31,500**	**29,000**	**23,000**	**19,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT39H000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 17, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2051					

Agreement No. FT39H000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 17, 2023

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3*
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff as that provision may be changed or relocated from time to time	January 1, 2025 – December 31, 2034	(1a)				

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3*
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff as that provision may be changed or relocated from time to time	January 1, 2035 – December 31, 2039	(1b)				

Agreement No. FT39H000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 17, 2023

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.9917 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H822E000-FH8EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Agreement No. H822E000-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: October 16, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service***: Eight Hour Peaking "FTH-8"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No____

Agreement No. H822E000-FH8EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
25,500	January – March
15,250	April
30,500	May – September
15,250	October
25,500	November - December

11. ***Term of Firm Transportation Service:*** Beginning: June 1, 2013
Ending: December 31, 2050

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St. MS 9831
Phoenix, AZ 85004
Attn: APS Fuel Procurement (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on January 1, 2024: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H822E000-FH8EPNG, last amended on May 1, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. H822E000-FH8EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

ARIZONA PUBLIC SERVICE COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. H822E000-FH8EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 16, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2024 - December 31, 2050

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DAPS PHX	300777	CC1	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
KEYSTONE	302132	DAPS PHX	300777	SS1	13,953	17,138	13,956	5,325	8,848	2,072		3,901	296	500	17,574	22,299
TRANSPORTATION CONTRACT DEMAND					**25,500**	**25,500**	**25,500**	**15,250**	**30,500**	**30,500**	**30,500**	**30,500**	**30,500**	**15,250**	**25,500**	**25,500**

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH													250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH	4,928	2,080	7,904		20,500	12,500	18,500	20,000	13,471	4,548	8,856	7,944	400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	20,572	23,420	17,596	15,250	10,000	18,000	12,000	10,500	17,029	10,702	16,644	17,556	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUNATITY (CMQ(s))				**25,500**	**25,500**	**25,500**	**15,250**	**30,500**	**30,500**	**30,500**	**30,500**	**30,500**	**15,250**	**25,500**	**25,500**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. H822E000-FH8EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 16, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*AuthorizedOverrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	January 1, 2024 – December 31, 2033	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2034 – December 31, 2038	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2039 – December 31, 2050					

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff as that provision may be changed or relocated from time to time	January 1, 2024 – December 31, 2033	(1a)				

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff as that provision may be changed or relocated from time to time	January 1, 2034 – December 31, 2038	(1b)				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $23.4209 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $24.0292 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Eligible Alternate Point described above in the second table for Primary and Alternate Points in this Exhibit B, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT39D000

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Arizona Public Service Company

Dated: May 1, 2017

Agreement No. FT39D000

Transportation Service Agreement

Rate Schedule FT-1

Dated: May 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

7. Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes__X__ No_____

9. ***Term of Agreement:*** EPNG will file with the FERC for its acceptance and/or approval this Agreement, a Letter Agreement, Contract No. FT39E000, Contract No. FT39H000, and Contract No. H822E000 and amended Contract Nos. FT24T000 and OA22X000 (collectively referred to as “the Letter Agreement and the Contract Package”). Following FERC’s acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.

Agreement No. FT39D000

The primary term of this Agreement shall terminate on December 31, 2019.

This Agreement shall continue in full force and effect after December 31, 2019 from year to year and thereafter unless terminated by written notice from the Shipper upon 365 Days notice.

10. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT39D000 originally dated June 1, 2013.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
52,026	January
36,795	February
44,129	March
64,308	April
69,140	May
78,550	June
100,742	July
108,266	August
95,926	September
90,616	October
64,839	November
56,145	December

12. ***Notices, Statements, and Bills:***

To Shipper: Arizona Public Service Company
400 N. 5th Street, M.S. 9831
Phoenix, AZ 85072-3999
Attn: Ken Norlander (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. FT39D000

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY

By_____

Name_____

Title_____

Date_____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____
Will W. Brown
Director of Marketing

Date_____

Agreement No. FT39D000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: See ¶9

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	216748	DAPS PHX	216814	NS2	2,477			3,170	3,406	9,422	20,071	20,232	14,724	19,006	13,816	11,492
BLANCO	216748	DAPS PHX	216814	NS3			9,002		2,415			14,200				
BONDADST	340827	DAPS PHX	216814	NS3			4,806	6,038	7,919	23,205	16,049	4,959	26,603		2,659	
BONDADST	340827	DAPS PHX	216814	NS1							6,583	3,141				
WAHA	216752	DAPS PHX	216814	SS1	49,549	36,795	30,321	55,100	55,400	45,923	58,039	65,734	54,599	71,610	48,364	44,653
TRANSPORTATION CONTRACT DEMAND					**52,026**	**36,795**	**44,129**	**64,308**	**69,140**	**78,550**	**100,742**	**108,266**	**95,926**	**90,616**	**64,839**	**56,145**

Shipper's Transportation Contract Demand: See Paragraph 11

Agreement No. FT39D000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
					January	February	March	April	May	June	July	August	September	October	November	December		
DAPS PHX	216814	14551	475722	Sundance Power Plant Delivery													550	940
DAPS PHX	216814	14552	475217	Redhawk Delivery Point													525	
DAPS PHX	216814	14553	475220	Redhawk Delivery Point													525	
DAPS PHX	216814	14971	475723	Saguaro Power Plant CT													400	
DAPS PHX	216814	20566	318	Ocotillo Power Plant													250	
DAPS PHX	216814	30037	65	Saguaro Power Plant													250	268
DAPS PHX	216814	30596	103659	Ocotillo Power Plt.	15,000			20,000		10,000		10,000		15,000		6,000	250	270
DAPS PHX	216814	32549	288295	West Phoenix Power Plant	37,026	36,795	44,129	44,308	69,140	68,550	100,742	98,266	95,926	75,616	64,839	50,145	490	
DAPS PHX	216814	34795	475228	Saguaro Power Plt Turbine													250	
CONTRACT METER QUANTITY (CMQ(s))					**52,026**	**36,795**	**44,129**	**64,308**	**69,140**	**78,550**	**100,742**	**108,266**	**95,926**	**90,616**	**64,839**	**56,145**		

Effective Dates: The in-sevice date of the upgraded Ocotillo meter through December 31, 2019

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
					January	February	March	April	May	June	July	August	September	October	November	December		
DAPS PHX	216814	14551	475722	Sundance Power Plant Delivery													550	940
DAPS PHX	216814	14552	475217	Redhawk Delivery Point													525	
DAPS PHX	216814	14553	475220	Redhawk Delivery Point													525	
DAPS PHX	216814	14971	475723	Saguaro Power Plant CT													400	
DAPS PHX	216814	30037	65	Saguaro Power Plant													250	268
DAPS PHX	216814	30596	103659	Ocotillo Power Plt.	15,000			20,000		10,000		10,000		15,000		6,000	400	
DAPS PHX	216814	32549	288295	West Phoenix Power Plant	37,026	36,795	44,129	44,308	69,140	68,550	100,742	98,266	95,926	75,616	64,839	50,145	490	
DAPS PHX	216814	34795	475228	Saguaro Power Plt Turbine													250	
CONTRACT METER QUANTITY (CMQ(s))					**52,026**	**36,795**	**44,129**	**64,308**	**69,140**	**78,550**	**100,742**	**108,266**	**95,926**	**90,616**	**64,839**	**56,145**		

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2

Agreement No. FT39D000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2007

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As Listed in Exhibit A	As Listed in Exhibit A	See ¶9	(1a)			

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN ANADARKO	216824 216822 216749	DAPS PHX DAPS YUM	216814 1115	See ¶9	(1a)			

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Shipper and Transporter agree the following negotiated reservation rate shall not be subject to the maximum or minimum applicable recourse rates. The applicable negotiated rates shall be subject to annual increases and will be adjusted according to the following provisions:

i) From the effective date through December 31, 2013, Shipper shall pay a reservation rate of $8.8498 per Dekatherm per month; and

ii) Effective January 1, 2014 and on each annual anniversary date thereafter during the term of this Agreement, Transporter shall increase the reservation rate to be paid under this Agreement for the current calendar year ("New Rate"). The New Rate shall be calculated by increasing the Operations and Maintenance (O&M) and Other Taxes portion of the reservation rate in effect for the immediately preceding year by 93% of the percentage increase in the Implicit Price Deflator ("IPD") to the Gross Domestic Product ("GDP") using the second quarter index as published by the Department of Commerce's Bureau of Economic Analysis ("BEA"), or a mutually agreed similar indicator should the IPD or GDP no longer be available on a continuing basis, or, failing such agreement, a similar indicator as approved by the Commission ("Inflation Adjustment Calculation"); provided however, that the New Rate derived from the Inflation Adjustment Calculation shall not be less than 1% or more than 4.5 % of the total reservation rate for the immediately preceding year ("Rate Collar"). The parties expressly agree that the entire increase as calculated above, regardless of whether derived from the Inflation Adjustment Calculation or the Rate Collar, shall be deemed an increase to the O&M and Other Taxes portion of the reservation rate. The Inflation Adjustment Calculation and, if applicable, the Rate Collar, shall be applied on the following January 1st during each year that this Agreement is in effect. For the purposes of the initial negotiated reservation rate for this Agreement, the O&M and Other Taxes portion of the reservation rate for 2013 is $5.3197. On December 1, EPNG will provide the new rate applicable to January 1 of the next year. The negotiated rate is based on an Mcf-Dth system-wide BTU conversion factor of 1.018. There will be no annual adjustment to the negotiated rate in relation to changes that might occur to the system-wide BTU factor. Exhibit C provides an illustrative example of how the Inflation Adjustment Calculation and the Rate Collar are calculated.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1

Agreement No. FT39D000

EXHIBIT C

Escalation of Rates Illustrative Example
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Ln. No.		Description		Current Calendar Year Rate		New Rate
		(a)		(b)		(c)
		Reservation				
		Minimum Escalation - Floor				
1		Rate for Previous Calendar Year		$ 8.7622		$ 8.8498
2		Rate Collar Minimum Percentage		1%		1%
3		Escalated Threshold Minimum		**$ 0.0876**		**$ 0.0885**
		Maximum Escalation - Ceiling				
4		Rate for Previous Calendar Year		$ 8.7622		$ 8.8498
5		Rate Collar Maximum Percentage		4.5%		4.5%
6		Escalated Threshold Maximum		**$ 0.3943**		**$ 0.3982**
		Inflation Adjustment Calculation				
7		O&M,Other Taxes - Previous Year Portion of the Rate		$ 5.2179		$ 5.3197
8		Previous Year Inflation Adjustment Escalation		$ 0.1018		$ 0.0876
9		Current Calendar Year O&M, Other Taxes		$ 5.3197		$ 5.4073
10		GDP-IPD Escalation Factor	1/	1.7028%		2.1428%
11		Applicable Percent of GDP-IPD		93.0000%		93.0000%
12		Reduced Inflation Percentage		1.5836%		1.9928%
13		Inflation Adjustment Calculation (Ln 9 * Ln 12)		**$ 0.0842**		**$ 0.1078**

		Selection of Escalation Amount						
14		Rate for Previous Calendar Year			$	8.7622	$	8.8498
15		**Selected Escalation**	2/		**$**	**0.0876**	**$**	**0.1078**
16		Total Monthly Rate for New Year			$	8.8498	$	8.9576
17		O&M, Other Taxes Portion of Rate for New Year (Ln 9 + Ln 15)			$	5.4073	$	5.5151
18		Total Daily Rate (excluding usage)			$	0.2910	$	0.2945
		1/ See Exhibit C-2						
		2/ If the Inflation Adjustment Calculation is not within the Rate Collar minimum and the Rate Collar maximum,						
		then the applicable Escalated Threshold Minimum or Escalated Threshold Maximum is selected.						

Ex. C-1

Agreement No. FT39D000

EXHIBIT C

Illustrative Example
Derivation of Escalator
GDP-IPD
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Line No.	Description	2nd Qtr 2011	2nd Qtr 2012	Percentage Increase/(Decrease)
	(a)	(b)	(c)	(d) [(c - b) / b] x 100
1	Implicit Price Deflator	113.109	115.035	1.7028%
2				
3	Minimum Inflation Percent			1.0%
4	Maximum Inflation Percent			4.5%
5				
6	2011-2012 GDP-IPD Escalation Factor			1.7028%
7	Applicable Percent of GDP-IPD			93.0%
8	Adjusted Inflation Percent			1.5836%

Line No.	Description	2nd Qtr 2012	2nd Qtr 2013	Percentage Increase/(Decrease)
	(a)	(b)	(c)	(d) [(c - b) / b] x 100
9	Implicit Price Deflator	115.035	117.500	2.1428%
10				
11	Minimum Inflation Percent			1.0%
12	Maximum Inflation Percent			4.5%
13				
14	2012-2013 GDP-IPD Escalation Factor			2.1428%
15	Applicable Percent of GDP-IPD			93.0%
16	Adjusted Inflation Percent			1.9928%

Ex. C-2

Agreement No. FT39D000

EXHIBIT C

between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

1) Beginning with the rate currently in effect, determine the rate collar minimum and maximum increase. This is done by computing 1% minimum escalation of the current reservation rate and 4.5% maximum escalation of the total current reservation rate. See Line Nos. 1 through 6 on Exhibit C - 1.

2) Compute the portion of the rate that is escalated by taking the previous year's O&M and Other Taxes portion of the rate and applying the overall inflation dollars. See Line Nos. 7 through 9 on Exhibit C - 1.

3) Determine the annual inflation percentage, which is 93% of the percentage increase in the Implicit Price Deflator when comparing the 2nd Qtr data of the previous year to the 2nd Qtr data of the current year. See Exhibit C - 2.

4) Apply that inflation percentage (see Line No. 12 on Exhibit C-1) to the O&M and Other Taxes Portion of the current reservation rate to determine the Inflation Adjustment Calculation in dollars. See Line No. 13 on Exhibit C - 1.

5) Determine if the Inflation Adjustment Calculation from Step 4 is larger than the minimum rate collar increase (see Line No. 3 on Exhibit C-1). If yes, move to Step 6. If no, select the minimum Rate Collar increase from Line No. 3 on Exhibit C - 1.

6) Determine if the Inflation Adjustment Calculation from Step 4 is less than the maximum rate collar increase (see Line No. 6 on Exhibit C-1). If yes, select the calculated inflation adjustment. If no, select the maximum Rate Collar increase from Line No. 6 on Exhibit C - 1.

7) Add the selected increase to the reservation rate from the immediately preceding year to determine the New Rate to be in effect on January 1.

Ex. C-3

Agreement No. FT39E000

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Arizona Public Service Company

Dated: May 1, 2017

Agreement No. FT39E000

Transportation Service Agreement

Rate Schedule FT-1

Dated: May 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

7. Exhibits A, B and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes__X__ No_____

9. ***Term of Agreement:*** EPNG will file with the FERC for its acceptance and/or approval this Agreement, a Letter Agreement, Contract No. FT39D000, Contract No. FT39H000, and Contract No. H822E000 and amended Contract Nos. FT24T000 and OA22X000 (collectively referred to as “the Letter Agreement and the Contract Package”). Following FERC’s acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.

Agreement No. FT39E000

The primary term of this Agreement shall terminate on December 31, 2019.

This Agreement shall continue in full force and effect after December 31, 2019 from year to year and thereafter unless terminated by written notice from the Shipper upon 365 Days notice.

10. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT39E000 originally dated June 1, 2013.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
10,597	January
5,638	February
10,172	March
17,773	April
20,250	May
15,395	June
24,375	July
33,473	August
18,676	September
10,143	October
14,747	November
11,250	December

12. ***Notices, Statements, and Bills:***

To Shipper: Arizona Public Service Company
400 N. 5th Street, M.S. 9831
Phoenix, AZ 85072-3999
Attn: Kenneth Nordlander (Notices and Invoices)

To Transporter: See “Points of Contact” in the Tariff.

13. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Upon the effective date of this Agreement, Shipper agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. FT39E000

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY

By_____

Name_____

Title_____

Date_____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____
Will W. Brown
Director of Marketing

Date_____

Agreement No. FT39E000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: See ¶9

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	340827	DAPS PHX	216814	CC1	6,064	5,167	10,172	6,699	15,022	13,680	13,928	10,984	14,257	10,143	12,181	11,250
BONDADST	340827	DAPS PHX	216814	NS3	4,533	471		11,074	5,228	1,715	10,447	22,489	4,419		2,566	
TRANSPORTATION CONTRACT DEMAND					**10,597**	**5,638**	**10,172**	**17,773**	**20,250**	**15,395**	**24,375**	**33,473**	**18,676**	**10,143**	**14,747**	**11,250**

Shipper's Transportation Contract Demand: See Paragraph 11

Agreement No. FT39E000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/ January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
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DAPS PHX	216814	14552	475217	Redhawk Delivery Point													525	
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DAPS PHX	216814	30037	65	Saguaro Power Plant													250	268
DAPS PHX	216814	30596	103659	Ocotillo Power Plt.													250	270
DAPS PHX	216814	32549	288295	West Phoenix Power Plant	10,597	5,638	10,172	17,773	20,250	15,395	24,375	33,473	18,676	10,143	14,747	11,250	490	
DAPS PHX	216814	34795	475228	Saguaro Power Plt Turbine													250	
CONTRACT METER QUANTITY (CMQ(s))					**10,597**	**5,638**	**10,172**	**17,773**	**20,250**	**15,395**	**24,375**	**33,473**	**18,676**	**10,143**	**14,747**	**11,250**		

Effective Dates: The in-service date of the upgraded Ocotillo meter through December 31, 2019

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/ January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DAPS PHX	216814	14551	475722	Sundance Power Plant Delivery													550	940
DAPS PHX	216814	14552	475217	Redhawk Delivery Point													525	
DAPS PHX	216814	14553	475220	Redhawk Delivery Point													525	
DAPS PHX	216814	14971	475723	Saguaro Power Plant CT													400	
DAPS PHX	216814	30037	65	Saguaro Power Plant													250	268
DAPS PHX	216814	30596	103659	Ocotillo Power Plt.													400	
DAPS PHX	216814	32549	288295	West Phoenix Power Plant	10,597	5,638	10,172	17,773	20,250	15,395	24,375	33,473	18,676	10,143	14,747	11,250	490	
DAPS PHX	216814	34795	475228	Saguaro Power Plt Turbine													250	
CONTRACT METER QUANTITY (CMQ(s))					**10,597**	**5,638**	**10,172**	**17,773**	**20,250**	**15,395**	**24,375**	**33,473**	**18,676**	**10,143**	**14,747**	**11,250**		

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2

Agreement No. FT39E000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
BONDADST	DAPS PHX	See ¶9	(1a)			

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN ANADARKO	216824 216822 216749	DAPS PHX DAPS YUM	216814 1115	See ¶9	(1a)			

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Shipper and Transporter agree the following negotiated reservation rate shall not be subject to the maximum or minimum applicable recourse rates. The applicable negotiated rates shall be subject to annual increases and will be adjusted according to the following provisions.

i) From the effective date through December 31, 2013, Shipper shall pay a reservation rate of $8.8498 per Dekatherm per month; and

ii) Effective January 1, 2014 and on each annual anniversary date thereafter during the term of this Agreement, Transporter shall increase the reservation rate to be paid under this Agreement for the current calendar year ("New Rate"). The New Rate shall be calculated by increasing the Operations and Maintenance (O&M) and Other Taxes portion of the reservation rate in effect for the immediately preceding year by 93% of the percentage increase in the Implicit Price Deflator ("IPD") to the Gross Domestic Product ("GDP") using the second quarter index as published by the Department of Commerce's Bureau of Economic Analysis ("BEA"), or a mutually agreed similar indicator should the IPD or GDP no longer be available on a continuing basis, or, failing such agreement, a similar indicator as approved by the Commission ("Inflation Adjustment Calculation"); provided however, that the New Rate derived from the Inflation Adjustment Calculation shall not be less than 1% or more than 4.5 % of the total reservation rate for the immediately preceding year ("Rate Collar"). The parties expressly agree that the entire increase as calculated above, regardless of whether derived from the Inflation Adjustment Calculation or the Rate Collar, shall be deemed an increase to the O&M and Other Taxes portion of the reservation rate. The Inflation Adjustment Calculation and, if applicable, the Rate Collar, shall be applied on the following January 1st during each year that this Agreement is in effect. For the purposes of the initial negotiated reservation rate for this Agreement, the O&M and Other Taxes portion of the reservation rate for 2013 is $5.3197. On December 1, EPNG will provide the new rate applicable to January 1 of the next year. The negotiated rate is based on an Mcf-Dth system-wide BTU conversion factor of 1.018. There will be no annual adjustment to the negotiated rate in relation to changes that might occur to the system-wide BTU factor. Exhibit C provides an illustrative example of how the Inflation Adjustment Calculation and the Rate Collar are calculated.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1

Agreement No. FT39E000

EXHIBIT C

Escalation of Rates Illustrative Example
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Ln. No.		Description		Current Calendar Year Rate		New Rate
		(a)		(b)		(c)
		Reservation				
		Minimum Escalation - Floor				
1		Rate for Previous Calendar Year		$ 8.7622		$ 8.8498
2		Rate Collar Minimum Percentage		1%		1%
3		Escalated Threshold Minimum		**$ 0.0876**		**$ 0.0885**
		Maximum Escalation - Ceiling				
4		Rate for Previous Calendar Year		$ 8.7622		$ 8.8498
5		Rate Collar Maximum Percentage		4.5%		4.5%
6		Escalated Threshold Maximum		**$ 0.3943**		**$ 0.3982**
		Inflation Adjustment Calculation				
7		O&M,Other Taxes - Previous Year Portion of the Rate		$ 5.2179		$ 5.3197
8		Previous Year Inflation Adjustment Escalation		$ 0.1018		$ 0.0876
9		Current Calendar Year O&M, Other Taxes		$ 5.3197		$ 5.4073
10		GDP-IPD Escalation Factor	1/	1.7028%		2.1428%
11		Applicable Percent of GDP-IPD		93.0000%		93.0000%
12		Reduced Inflation Percentage		1.5836%		1.9928%
13		Inflation Adjustment Calculation (Ln 9 * Ln 12)		**$ 0.0842**		**$ 0.1078**

		Selection of Escalation Amount						
14		Rate for Previous Calendar Year			$	8.7622	$	8.8498
15		**Selected Escalation**	2/		**$**	**0.0876**	**$**	**0.1078**
16		Total Monthly Rate for New Year			$	8.8498	$	8.9576
17		O&M, Other Taxes Portion of Rate for New Year (Ln 9 + Ln 15)			$	5.4073	$	5.5151
18		Total Daily Rate (excluding usage)			$	0.2910	$	0.2945
		1/ See Exhibit C-2						
		2/ If the Inflation Adjustment Calculation is not within the Rate Collar minimum and the Rate Collar maximum,						
		then the applicable Escalated Threshold Minimum or Escalated Threshold Maximum is selected.						

Ex. C-1

Agreement No. FT39E000

EXHIBIT C

Illustrative Example
Derivation of Escalator
GDP-IPD
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Line No.	Description	2nd Qtr 2011	2nd Qtr 2012	Percentage Increase/(Decrease)
	(a)	(b)	(c)	(d)
				[(c - b) / b] x 100
1	Implicit Price Deflator	113.109	115.035	1.7028%
2				
3	Minimum Inflation Percent			1.0%
4	Maximum Inflation Percent			4.5%
5				
6	2011-2012 GDP-IPD Escalation Factor			1.7028%
7	Applicable Percent of GDP-IPD			93.0%
8	Adjusted Inflation Percent			1.5836%

Line No.	Description	2nd Qtr 2012	2nd Qtr 2013	Percentage Increase/(Decrease)
	(a)	(b)	(c)	(d) [(c - b) / b] x 100
9	Implicit Price Deflator	115.035	117.500	2.1428%
10				
11	Minimum Inflation Percent			1.0%
12	Maximum Inflation Percent			4.5%
13				
14	2012-2013 GDP-IPD Escalation Factor			2.1428%
15	Applicable Percent of GDP-IPD			93.0%
16	Adjusted Inflation Percent			1.9928%

Ex. C-2

Agreement No. FT39E000

EXHIBIT C

between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

1) Beginning with the rate currently in effect, determine the rate collar minimum and maximum increase. This is done by computing 1% minimum escalation of the current reservation rate and 4.5% maximum escalation of the total current reservation rate. See Line Nos. 1 through 6 on Exhibit C - 1.

2) Compute the portion of the rate that is escalated by taking the previous year's O&M and Other Taxes portion of the rate and applying the overall inflation dollars. See Line Nos. 7 through 9 on Exhibit C - 1.

3) Determine the annual inflation percentage, which is 93% of the percentage increase in the Implicit Price Deflator when comparing the 2nd Qtr data of the previous year to the 2nd Qtr data of the current year. See Exhibit C - 2.

4) Apply that inflation percentage (see Line No. 12 on Exhibit C-1) to the O&M and Other Taxes Portion of the current reservation rate to determine the Inflation Adjustment Calculation in dollars. See Line No. 13 on Exhibit C - 1.

5) Determine if the Inflation Adjustment Calculation from Step 4 is larger than the minimum rate collar increase (see Line No. 3 on Exhibit C-1). If yes, move to Step 6. If no, select the minimum Rate Collar increase from Line No. 3 on Exhibit C - 1.

6) Determine if the Inflation Adjustment Calculation from Step 4 is less than the maximum rate collar increase (see Line No. 6 on Exhibit C-1). If yes, select the calculated inflation adjustment. If no, select the maximum Rate Collar increase from Line No. 6 on Exhibit C - 1.

7) Add the selected increase to the reservation rate from the immediately preceding year to determine the New Rate to be in effect on January 1.

Ex. C-3

Agreement No. 620083-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Agreement No. 620083-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 17, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **EXXONMOBIL OIL CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes __X__ No_____

Agreement No. 620083-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
100,000	January 1, 2024 - January 28, 2030

11. ***Term of Firm Transportation Service:*** Beginning: January 1, 2024
Ending: January 28, 2030

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
EXXONMOBIL OIL CORPORATION
22777 SPRINGWOODS VILLAGE PARKWAY
SPRING, TX 77389
Attn: XTO Marketing Contract Admins

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a “Rated Shipper”), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody’s to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time during the term of this Agreement, a Rated Shipper’s S&P or Moody’s rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper’s ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody’s rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**EXXONMOBIL OIL CORPORATION**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. 620083-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
ICOWBOYR	54431	GCX/EPNG BENEDUM UPTON	53595	VA	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000		
TRANSPORTATION CONTRACT DEMAND					**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	1a/				

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302132 KEYSTONE 50506 IANGELES 302304 IHYBENDM 301814 IJALCPLX 314598 IWARMONU 314897 ILINAM 48454 ISANDBND 48862 IBOUNDSR 48279 IROCKDOV 301560 IGRAMARI 301641 IMCHRNCH 301676 INGPLLEA 334823 INUVISTA 334853 ICRAWFRD 334862 IROJOGRN 358846 IPINCPD2 377003 IWAREUNI 49027 IZORRO 334863 ITRICRWN 800911 IREDBLUF 800908 IRAMSEYS 54431 ICOWBOYR 54859 ITIGERRE	53931 WAHA BI-DI ROLLUP 302136 KEYTRAN 48148 IMNDZTRL 47835 DJMSLAKE 47838 DMARTINB 47839 DEMBARBS 47929 DSEMDRAW 48149 DQUAILRN 48155 DFOXHILL 48280 DROCKDOV 48713 DEMMADEL 48738 DPITBULL 48801 DTEMPIGR 48860 DGIDDING 49074 DBLAKEDR 49085 DCARLSBD 49548 DJALALLY 49549 DEAGLDEL 49637 DCATFISH 49652 DSALTCRK 49654 DCYPRESS 49715 DHOGGDEL	See ¶11	1a/				

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
	49748 DPECSTRL						
	49774 DWHTHORN						
	49775 DSALDRWD						
	49809 DHIGHROL						
	49820 DGPMMRTN						
	49865 DALLREDD						
	49961 DPINCPD2						
	49986 DPEGASUS						
	49987 DHADACOL						
	50018 DSTKHLDR						
	50053 DRZRSHRP						
302132 KEYSTONE	50647 DARMDILO						
50506 IANGELES	53626 STERLING						
302304 IHYBENDM	53777 DELRYDEL						
301814 IJALCPLX	53595 BENEDUM						
314598 IWARMONU	300834 DENSODIS						
314897 ILINAM	300837 DENSOJAL						
48454 ISANDBND	300838 DENSOMID						
48862 IBOUNDSR	300839 DENSOSJX						
48279 IROCKDOV	300841 DENSOSUT						
301560 IGRAMARI	300891 DGPMHOBS						
301641 IMCHRNCH	300910 DJAL JAL						
301676 INGPLLEA	300912 DJALCPLX	See ¶11	1a/				
334823 INUVISTA	300954 DP-PFUEL						
334853 ICRAWFRD	300992 DPNMTATU						
334862 IROJOGRN	301056 DSUG CRN						
358846 IPINCPD2	301062 DSUG KWX						
377003 IWAREUNI	301215 DWTG DIS						
49027 IZORRO	301220 DWTG JAL						
334863 ITRICRWN	301321 IARCOPUC						
800911 IREDBLUF	301375 ICABHOBS						
800908 IRAMSEYS	301530 IGCNMLSK						
54431 ICOWBOYR	301560 IGRAMARI						
54859 ITIGERRE	301595 IKEYSTOR						
	301620 ILONESTR						
	301621 ILONEWA						
	301641 IMCHRNCH						
	301657 IMLWAHA						
	301678 INGPLUSK						
	301701 IOASISWA						
	301705 IOWNRNCH						
	301908 DWILSDEL						
	301938 IUTDOLHD						
	301945 IVALEROW						
	301952 IW40-043						

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
	302075 IWESTARW						
	302250 PLNSTRAN						
	302407 WAHATRAN						
	302803 DGPMGOLD						
	303930 DAMSLAFL						
	303953 DSUNDOWN						
	314109 DAMOCDIS						
	314416 DSHELSJX						
	314430 INN30PLA						
	314435 ITXGROBE						
	314464 DREVSGNS						
302132 KEYSTONE	314547 DWANTZDP						
50506 IANGELES	314874 DKERMFUL						
302304 IHYBENDM	314889 WTGREEVS						
301814 IJALCPLX	314943 DWILSDL1						
314598 IWARMONU	314999 DNUSUPCO						
314897 ILINAM	315319 DTERFUEL						
48454 ISANDBND	315391 DCORNELL						
48862 IBOUNDSR	316115 DHOBSON						
48279 IROCKDOV	316116 DGDNITBY						
301560 IGRAMARI	320214 DWHITDIS						
301641 IMCHRNCH	320431 DRAM MID						
301676 INGPLLEA	320474 DWTG SJX	See ¶11	1a/				
334823 INUVISTA	320499 DWTG GLD						
334853 ICRAWFRD	320615 IODESAEC						
334862 IROJOGRN	326482 DLEVEMER						
358846 IPINCPD2	327707 DANGLYFM						
377003 IWAREUNI	330090 DPLTXDIS						
49027 IZORRO	330336 DWTG LLN						
334863 ITRICRWN	330662 DPLNSDIS						
800911 IREDBLUF	330727 DMORTDIS						
800908 IRAMSEYS	330804 DDENVJAL						
54431 ICOWBOYR	330901 DWSTRGLD						
54859 ITIGERRE	331543 DWTG KWX						
	333466 DWTGFUEL						
	333500 DJWMILLR						
	333520 DOXY DIS						
	334792 DGGSIKEY						
	334841 DHOBBSPP						
	334854 DMOUNTN						
	334859 DAVALON						
	334871 DBENRNCH						
	334872 DVILFARM						
	334875 DGOLDHMR						
	334880 DWSTRDIS						

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
	335357 DTEX JAL						
	335442 DGPMFULT						
	335444 DPHCRAFL						
	341044 IW41-044						
302132 KEYSTONE	341054 IW41-054						
50506 IANGELES	341056 IW41-056						
302304 IHYBENDM	341062 IW41-062						
301814 IJALCPLX	341106 IW41-106						
314598 IWARMONU	341130 IW41-130						
314897 ILINAM	341133 IW41-133						
48454 ISANDBND	341157 DENSOGLD						
48862 IBOUNDSR	341194 I41-194						
48279 IROCKDOV	341233 DPHILSUT						
301560 IGRAMARI	341353 DWARNJAL						
301641 IMCHRNCH	341798 DPHILGLD						
301676 INGPLLEA	341920 DPHIL311	See ¶11	1a/				
334823 INUVISTA	341987 DARCODIS						
334853 ICRAWFRD	344215 DGGCHAVS						
334862 IROJOGRN	344219 IARCOMID						
358846 IPINCPD2	344245 DPHBAYVU						
377003 IWAREUNI	344246 DWTGGARD						
49027 IZORRO	344250 DPHGAINS						
334863 ITRICRWN	344251 DGULFSJX						
800911 IREDBLUF	800912 DRDBLFBY						
800908 IRAMSEYS	800925 DSODALKE						
54431 ICOWBOYR	801187 DGAINESJ						
54859 ITIGERRE	801190 DSUMADM						
	801191 DSUMAYK						
	801265 DWTGBUCK						
	801267 DTYHLAKE						
	801492 DCTNHILS						

EXHIBIT B (CONT'D)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.5850 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 613297-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: July 9, 2019

Agreement No. 613297-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: July 9, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SOUTHWEST GAS CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X___ No_____

Agreement No. 613297-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
10,000	November - March

11. ***Term of Firm Transportation Service:*** Beginning: January 1, 2020
Ending: October 31, 2030

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
SOUTHWEST GAS CORPORATION
P. O. Box 98510
Las Vegas, NV 89193-8510
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

SOUTHWEST GAS CORPORATION

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 613297-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: February 1, 2020 – October 31, 2030

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DSWG TUS	301133	NS3	5,000											5,000		
KEYSTONE	302132	DSWG TUS	301133	SS1	5,000	10,000	10,000								10,000	5,000		
TRANSPORTATION CONTRACT DEMAND					**10,000**	**10,000**	**10,000**								**10,000**	**10,000**		

Agreement No. 613297-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

Effective Dates: February 1, 2020 – October 31, 2030

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG TUS	301133	344227	SWG AZ/EPNG SUNBELT REFINERY PINAL														
DSWG TUS	301133	344217	SWG AZ/EPNG HERB KAI #2 PIMA														
DSWG TUS	301133	331686	SWG AZ/EPNG ANOS DE ORO PIMA	500	500	500								500	500		
DSWG TUS	301133	331092	SWG AZ/EPNG AVRA VALLEY PIMA														
DSWG TUS	301133	330657	SWG AZ/EPNG DUVAL CITY GATE PIMA	6,000	6,000	6,000								6,000	6,000		
DSWG TUS	301133	330409	SWG AZ/EPNG C 19 WM BERLENBACK PINA														
DSWG TUS	301133	330297	SWG AZ/EPNG OLIVAS CITY GATE PIMA	500	500	500								500	500		
DSWG TUS	301133	330231	SWG AZ/EPNG H D MOLLOHAN PINAL														
DSWG TUS	301133	330225	SWG AZ/EPNG MLT TUCSON LINE 2122 PI														
DSWG TUS	301133	330224	SWG AZ/EPNG MAIN LINE TAPS TUCSON P														
DSWG TUS	301133	330066	SWG AZ/EPNG ETHINGTON NO 1 C 6 PINA														

Agreement No. 613297-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DSWG TUS	301133	320579	SWG AZ/EPNG C-8 DUNCAN BUTLER PINAL														
DSWG TUS	301133	320567	SWG AZ/EPNG C-1 HAROLD EARLY 30-81														
DSWG TUS	301133	320537	SWG AZ/EPNG CORONA DE TUCSON 31-661	2,500	2,500	2,500								2,500	2,500		
DSWG TUS	301133	320529	SWG AZ/EPNG CABALLO ROAD PIMA														
DSWG TUS	301133	320526	SWG AZ/EPNG M. H. MONTGOMERY PINAL														
DSWG TUS	301133	320497	SWG AZ/EPNG CHARLES L PHILLIPS 31-6														
DSWG TUS	301133	320496	SWG AZ/EPNG W L DUNN 31-687 PIMA														
DSWG TUS	301133	320304	SWG AZ/EPNG MANVILLE ROAD PIMA														
DSWG TUS	301133	320210	SWG AZ/EPNG HUGHES AIRCRAFT CO PIMA														
DSWG TUS	301133	320138	SWG AZ/EPNG BIANCO BROTHERS C 32 PI														
DSWG TUS	301133	320137	SWG AZ/EPNG RICHARD HAWN C 31 PINAL														
DSWG TUS	301133	320136	SWG AZ/EPNG J W JOHNSON C 3O PINAL														

Ex. A-3

Agreement No. 613297-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DSWG TUS	301133	320131	SWG AZ/EPNG J D AMBURGEY C 2O PINAL														
DSWG TUS	301133	320129	SWG AZ/EPNG JACK PRETZER C 17 PINAL														
DSWG TUS	301133	320127	SWG AZ/EPNG WALTER ISOM C 15 PINAL														
DSWG TUS	301133	320124	SWG AZ/EPNG STATION #C 11 PINAL														
DSWG TUS	301133	320123	SWG AZ/EPNG STATION #C 10 PINAL														
DSWG TUS	301133	320122	SWG AZ/EPNG MILTON P SMITH C 9 PINA														
DSWG TUS	301133	320121	SWG AZ/EPNG HARUM SINGH C 7 PINAL														
DSWG TUS	301133	320119	SWG AZ/EPNG R C SMITH C 3 PINAL														
DSWG TUS	301133	320118	SWG AZ/EPNG RUSSELL DRAPER C 2 PINA														
DSWG TUS	301133	314992	SWG AZ/EPNG NEW TUCSON PIMA														
DSWG TUS	301133	314580	SWG AZ/EPNG HUNT BERWICK DELIVERY P	500	500	500								500	500		
CONTRACT METER QUANTITY (CMQ(s))				**10,000**	**10,000**	**10,000**								**10,000**	**10,000**		

Agreement No. 613297-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 613297-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	February 1, 2020 – October 31, 2030	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	DSCALEHR INORBAJA DPG&ETOP DSCALTOP IBLYTHE DMOJAVE ICADIZ DAGMOJ IMSQUITE IGRIFFTH IARLVALY KRAMER SIDEWNDR PASTORIA SOCWR LAPALOMA	301016 301693 314604 332503 314980 332505 301377 332569 398670 320614 314985 332554 332555 332553 332531 302144	February 1, 2020 – October 31, 2030	(1a)			

Agreement No. 613297-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)
Dated: December 16, 2019

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 615178-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: April 16, 2020

Agreement No. 615178-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 16, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SOUTHERN CALIFORNIA GAS COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes____X_ No_____

Agreement No. 615178-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
300,000	November 1, 2021 – October 31, 2031

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2021
Ending: October 31, 2031

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
SOUTHERN CALIFORNIA GAS COMPANY
555 WEST FIFTH STREET, GT21C4
LOS ANGELES, CA 90013-1011
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreements between the Parties with the changes to be effective on November 1, 2021: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement Nos. 611367-FT1EPNG, last amended on April 3, 2020, and 611474-FT1ENG, originally dated July 10, 2018.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2020.

SOUTHERN CALIFORNIA GAS COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2020.

Agreement No. 615178-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: April 22, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: May 1, 2025 through July 31, 2025

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1					54,000	52,000	50,000							
BLANCO	300714	DSCALEHR	301016	NS3					116,000	118,000	120,000							
BONDADST	300724	DSCALEHR	301016	CC1					2,220	1,528	1,309							
BONDADST	300724	DSCALEHR	301016	NS3					22,780	23,472	23,691							
KEYSTONE	302132	DSCALEHR	301016	SS1					65,000	65,000	65,000							
ICOWBOYR	54431	DSCALEHR	301016	SS1														
IRAMSEYS	800908	DSCALEHR	301016	SS1					20,000	20,000	20,000							
PLAINS	302248	DSCALEHR	301016	AN2-NS3					20,000	20,000	20,000							
TRANSPORTATION CONTRACT DEMAND									**300,000**	**300,000**	**300,000**							

Ex. A-1

Agreement No. 615178-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: April 22, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: August 1, 2025 through October 31, 2031

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPORTATION CONTRACT DEMAND					**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)
Dated: April 22, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through October 31, 2031	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

Ex. B-1

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)
Dated: April 22, 2025

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 612815-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

Agreement No. 612815-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MRC PERMIAN COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement, which include certain system enhancements including (a) construction of an additional 16-inch diameter pipeline segment approximately 17-miles in length that would mostly parallel Transporter's existing Line No. 3191 (the "Additional Pipeline Segment"), (b) installation of pipeline and valve modifications at or near Transporter's existing Eunice Compressor Station, (c) installation of pressure control facilities on Transporter's existing Line Nos. 30132, 3019 and 3026, and (d) certain other potential system modifications elsewhere on Transporter's pipeline system located within the Permian Basin (collectively referred to herein as the "Project Facilities"). Transporter's obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No _____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
159,000	See ¶11

11. ***Term of Firm Transportation Service:***

Beginning: The In-Service Date of the Project Facilities ("Commencement Date").
Ending: Fifteen (15) years following the Commencement Date ("Expiration Date").

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
MRC PERMIAN COMPANY
One Lincoln Center
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240
Attn: Anton Langland

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. **Creditworthiness:** Shipper must demonstrate, and maintain throughout the term of this agreement, satisfaction of creditworthiness in the manner set forth below:
    (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such

determination); and (ii) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time prior to or during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Rated Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations in connection with this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to the lesser of three (3) Years or the period of time remaining in the term, of the anticipated charges in connection with this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in paragraph 14(a) above, then, upon reasonable request by Transporter, in addition to the requirements set forth in paragraph 14(b) above, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. 612815-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**MRC PERMIAN COMPANY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2019.	_____ day of _____, 2019.

Agreement No. 612815-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: October 1, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: If the Commencement Date is before the in-service date of the MRC Interconnect ("ISD")[3/], then from the Commencement Date through the earlier of the Day before the ISD or the Expiration Date.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IBOUNDSR	48862	KEYTRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**		

Effective Dates: If the Commencement Date is on or after the ISD, then from the Commencement Date through the Expiration Date; or if the Commencement Date is before the ISD, then from the ISD through the Expiration Date.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
MRC Interconnect	TBD	KEYTRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**	**159,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

3/ For the purposes of this Exhibit A, the "MRC Interconnect" is a proposed new interconnect facility on either (a) Transporter's existing Line No. 3191 or (b) the Additional Pipeline Segment (as defined in ¶5), to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.

Agreement No. 612815-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)	(1b)		

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPMMRTN	49820					
IMLSCARL	314843	DALLREDD	49865					
INUVISTA	334823	DANGELES	49940					
IPINCPD2	358846	DPINCPD2	49961					
IELOVING	334819	DPEGASUS	49986					
ICRAWFRD	334853	DHADACOL	49987	See ¶11	(1a)	(1b)		
IBOUNDSR	48862	DSTKHLDR	50018					
HIGBYHL	50530	DRZRSHRP	50053					
IZORRO	49027	DARMDILO	50647					
		BENEDUM	53595					
		UPTON	300834					
		DENSODIS	300837					
		DENSOJAL	300838					
		DENSOMID	300839					
		DENSOSJX	300841					
		DENSOSUT	300891					
		DGPMHOBS	300902					
		DHARDFLT	300910					
		DJAL JAL	300912					
		DJALCPLX	300927					
		DMAYFLD	300954					
		DP-PFUEL	300992					
		DPNMTATU	301056					
		DSUG CRN	301062					
		DSUG KWX	301215					
		DWTG DIS	301220					
		DWTG JAL	301321					
		IARCOPUC	301375					
		ICABHOBS	301530					
		IGCNMLSK	301560					
		IGRAMARI	301595					
		IKEYSTOR	301620					
		ILONESTR	301621					
		ILONEWA	301641					
		IMCHRNCH	301657					
		IMLWAHA	301678					
		INGPLUSK						

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
		IOASISWA	301701					
		IOWNRNCH	301705					
		DWILSDEL	301908					
		IUTDOLHD	301938					
		IVALEROW	301945					
		IW40-043	301952					
		IWESTARW	302075					
		PLNSTRAN	302250					
		WAHATRAN	302407					
		DGPMGOLD	302803					
		DAMSLAFL	303930					
		DSUNDOWN	303953					
		DAMOCDIS	314109					
		DSHELSJX	314416					
		INN30PLA	314430					
		ITXGROBE	314435					
		DREVSGNS	314464					
		DWANTZDP	314547					
		DKERMFUL	314874					
		WTGREEVS	314889					
		DWILSDL1	314943					
		IMUSTANG	314948					
		DNUSUPCO	314999					
		DTERFUEL	315319					
		DAMERAN	315327					
		DCORNELL	315391					
		DHOBSON	316115					
		DGDNITBY	316116					
IMLSCARL	314843	DWHITDIS	320214					
INUVISTA	334823	DRAM MID	320431					
IPINCPD2	358846	DWTG SJX	320474					
IELOVING	334819	DWTG GLD	320499					
ICRAWFRD	334853	IODESAEC	320615	See ¶11	(1a)	(1b)		
IBOUNDSR	48862	DLEVEMER	326482					
HIGBYHL	50530	DANGLYFM	327707					
IZORRO	49027	DPLTXDIS	330090					
		DWTG LLN	330336					
		DPLNSDIS	330662					
		DMORTDIS	330727					
		DDENVJAL	330804					
		DWSTRGLD	330901					
		DWTG KWX	331543					
		DWTGFUEL	333466					
		DJWMILLR	333500					
		DOXY DIS	333520					
		DGGSIKEY	334792					
		DHOBBSPP	334841					
		DMOUNTN	334854					
		DAVALON	334859					
		DBENRNCH	334871					
		DVILFARM	334872					
		DGOLDHMR	334875					
		DWSTRDIS	334880					
		DTEX JAL	335357					
		DGPMFULT	335442					
		DPHCRAFL	335444					
		IW41-044	341044					
		IW41-054	341054					
		IW41-056	341056					
		IW41-062	341062					
		IW41-106	341106					
		IW41-130	341130					
		IW41-133	341133					
		DENSOGLD	341157					
		I41-194	341194					

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	*Fuel 2/*	*Surcharges 3/*
		DPHILSUT	341233					
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
		DGGCHAVS	344215					
IMLSCARL	314843	IARCOMID	344219					
INUVISTA	334823	DPHBAYVU	344245					
IPINCPD2	358846	DWTGGARD	344246					
IELOVING	334819	DPHGAINS	344250	See ¶11	(1a)	(1b)		
ICRAWFRD	334853	DGULFSJX	344251					
IBOUNDSR	48862	DRDBLFBY	800912					
HIGBYHL	50530	DSODALKE	800925					
IZORRO	49027	DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
		DWTG311L	951064					

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPMMRTN	49820					
		DALLREDD	49865					
		DANGELES	49940					
		DPINCPD2	49961	The later of the ISD or the Commencement Date through the Expiration Date.				
MRC Interconnect	TBD	DPEGASUS	49986		(1a)	(1b)		
		DHADACOL	49987					
		DSTKHLDR	50018					
		DRZRSHRP	50053					
		DARMDILO	50647					
		BENEDUM UPTON	53595					
		DENSODIS	300834					
		DENSOJAL	300837					
		DENSOMID	300838					
		DENSOSJX	300839					
		DENSOSUT	300841					
		DGPMHOBS	300891					
		DHARDFLT	300902					
		DJAL JAL	300910					
		DJALCPLX	300912					
		DMAYFLD	300927					
		DP-PFUEL	300954					
		DPNMTATU	300992					
		DSUG CRN	301056					
		DSUG KWX	301062					
		DWTG DIS	301215					
		DWTG JAL	301220					
		IARCOPUC	301321					
		ICABHOBS	301375					
		IGCNMLSK	301530					
		IGRAMARI	301560					
		IKEYSTOR	301595					
		ILONESTR	301620					
		ILONEWA	301621					
		IMCHRNCH	301641					
		IMLWAHA	301657					
		INGPLUSK	301678					

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	*Fuel 2/*	*Surcharges 3/*
		IOASISWA	301701					
		IOWNRNCH	301705					
		DWILSDEL	301908					
		IUTDOLHD	301938					
		IVALEROW	301945					
		IW40-043	301952					
		IWESTARW	302075					
		PLNSTRAN	302250					
		WAHATRAN	302407					
		DGPMGOLD	302803					
		DAMSLAFL	303930					
		DSUNDOWN	303953					
		DAMOCDIS	314109					
		DSHELSJX	314416					
		INN30PLA	314430					
		ITXGROBE	314435					
		DREVSGNS	314464					
		DWANTZDP	314547					
		DKERMFUL	314874					
		WTGREEVS	314889					
		DWILSDL1	314943					
		IMUSTANG	314948					
		DNUSUPCO	314999					
		DTERFUEL	315319					
		DAMERAN	315327					
		DCORNELL	315391					
		DHOBSON	316115					
		DGDNITBY	316116					
		DWHITDIS	320214					
		DRAM MID	320431					
		DWTG SJX	320474	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DWTG GLD	320499					
MRC Interconnect	TBD	IODESAEC	320615					
		DLEVEMER	326482					
		DANGLYFM	327707					
		DPLTXDIS	330090					
		DWTG LLN	330336					
		DPLNSDIS	330662					
		DMORTDIS	330727					
		DDENVJAL	330804					
		DWSTRGLD	330901					
		DWTG KWX	331543					
		DWTGFUEL	333466					
		DJWMILLR	333500					
		DOXY DIS	333520					
		DGGSIKEY	334792					
		DHOBBSPP	334841					
		DMOUNTN	334854					
		DAVALON	334859					
		DBENRNCH	334871					
		DVILFARM	334872					
		DGOLDHMR	334875					
		DWSTRDIS	334880					
		DTEX JAL	335357					
		DGPMFULT	335442					
		DPHCRAFL	335444					
		IW41-044	341044					
		IW41-054	341054					
		IW41-056	341056					
		IW41-062	341062					
		IW41-106	341106					
		IW41-130	341130					
		IW41-133	341133					
		DENSOGLD	341157					
		I41-194	341194					

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
MRC Interconnect	TBD	DPHILSUT	341233	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
		DGGCHAVS	344215					
		IARCOMID	344219					
		DPHBAYVU	344245					
		DWTGGARD	344246					
		DPHGAINS	344250					
		DGULFSJX	344251					
		DRDBLFBY	800912					
		DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
		DWTG311L	951064					

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $3.7352 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated commodity rate(s) of $0.0000.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT2AF000-FTAEPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Agreement No. FT2AF000-FTAEPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 25, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **CITY OF MESA, ARIZONA**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

   (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

Agreement No. FT2AF000-FTAEPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period** May 1, 2025 through the termination date, as determined by ¶11 of this Agreement
17,762	January
14,206	February
9,722	March
7,442	April
7,340	May
4,022	June
4,020	July
4,012	August
4,401	September
6,041	October
9,826	November
13,464	December

11. ***Term of Firm Transportation Service:*** The primary term of this Agreement shall be from May 1, 2025 through April 30, 2026.

After the primary term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. ***Notices, Statements, and Bills:***

To Shipper:
CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466
Attn: Director, Energy Resources Department

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2AF000-FTAEPNG (formerly designated as FT2AF000), last amended on February 1, 2013.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2025.

CITY OF MESA, ARIZONA

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2025.

Agreement No. FT2AF000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DMESAPHX	300931	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	DMESAPHX	300931	SS1	9,776	7,815	4,861	3,739	3,778	1,604	1,578	1,388	1,924	3,141	5,088	7,786
TRANSPORTATION CONTRACT DEMAND					**17,762**	**14,206**	**9,722**	**7,442**	**7,340**	**4,022**	**4,020**	**4,012**	**4,401**	**6,041**	**9,826**	**13,464**

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DMESAPHX	300931	NS2	7,986	6,391	4,861	3,703	3,562	2,418	2,442	2,624	2,477	2,900	4,738	5,678
KEYSTONE	302132	DMESAPHX	300931	SS1	9,306	7,427	4,495	3,505	3,547	1,537	1,515	1,241	1,734	2,902	4,792	7,338
KEYSTONE	302132	DCLAUSEN	57252	SS1	470	388	366	234	231	67	63	147	190	239	296	448
TRANSPORTATION CONTRACT DEMAND					**17,762**	**14,206**	**9,722**	**7,442**	**7,340**	**4,022**	**4,020**	**4,012**	**4,401**	**6,041**	**9,826**	**13,464**

Agreement No. FT2AF000-FTAEPNG

EXHIBIT A
(CONT.)

Effective Dates: May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DMESAPHX	300931	334861	MESA NO 3DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAPHX	300931	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300931	330805	MESA #1MARICOPA	8,342	6,972	4,945	3,603	3,552	1,792	1,830	1,718	1,951	2,933	4,772	5,985	150	
DMESAPHX	300931	330062	MESA NO2MARICOPA	2,213	1,296	1,020	1,057	1,043	1,075	1,036	995	954	1,003	1,309	2,127	250	
DMESAPHX	300931	330059	Clausen Meter #1, PINA	470	388	366	234	231	67	63	147	190	239	296	448	245	
DMESAPHX	300931	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
CONTRACT METER QUANTITY (CMQ(s))				**17,762**	**14,206**	**9,722**	**7,442**	**7,340**	**4,022**	**4,020**	**4,012**	**4,401**	**6,041**	**9,826**	**13,464**		

Effective Dates: The ISD through the termination date determined by ¶11 of this Agreement

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DMESAPHX	300931	334861	MESA NO 3 DELIVERY MA	1,789	1,495	1,060	772	762	384	393	369	419	629	1,023	1,283	300	
DMESAPHX	300931	334820	GANTZEL METER STATION	1,580	1,281	636	502	496	160	153	208	235	305	702	1,169	300	
DMESAPHX	300931	330805	MESA #1 MARICOPA	8,342	6,972	4,945	3,603	3,552	1,792	1,830	1,718	1,951	2,933	4,772	5,985	150	
DMESAPHX	300931	330062	MESA NO 2 MARICOPA	2,213	1,296	1,020	1,057	1,043	1,075	1,036	995	954	1,003	1,309	2,127	250	
DMESAPHX	300931	55316	SHERWOOD Delivery	3,368	2,774	1,695	1,274	1,256	544	545	575	652	932	1,724	2,452	525	
DCLAUSEN	57252	330059	CLAUSEN METER #1 PINA													245	
CONTRACT METER QUANTITY (CMQ(s))				**17,292**	**13,818**	**9,356**	**7,208**	**7,109**	**3,955**	**3,957**	**3,865**	**4,211**	**5,802**	**9,530**	**13,016**		

Agreement No. FT2AF000-FTAEPNG

EXHIBIT A
(CONT.)

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT2AF000-FTAEPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 25, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	May 1, 2025 through the earlier of the Day before the ISD or the termination date determined by ¶11 of this Agreement				
As listed in Exhibit A	As listed in Exhibit A	The ISD through the termination date determined by ¶11 of this Agreement				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 610837-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

MRC PERMIAN COMPANY
(Shipper)

Dated: August 1, 2019

Agreement No. 610837-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 1, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **MRC PERMIAN COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
   The Parties recognize that Transporter must construct additional facilities in order to provide deliveries to Mendoza Trail for Shipper under this Agreement, which is defined in Transporter's Request for Prior Notice Authorization for its Northern Delaware Basin Expansion Project filed in Docket No. CP19-28-000 as the "Northern Delaware Basin Expansion Project" (the "Project Facilities"). Transporter's obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities and the acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. 610837-FT1EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X____ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
114,000	January, February, and December
109,000	March and November
113,000	April and October
116,000	May and September
120,000	June
118,000	July and August

11. ***Term of Firm Transportation Service:***

Beginning: The earlier of the Commencement Date or October 1, 2019.

Ending: September 30, 2035 ("Expiration Date")

"Commencement Date" shall mean the later of (a) the date the Project Facilities are placed in service or (b) the date the Gulf Coast Express Project, previously announced by Kinder Morgan Texas Pipeline LLC, is placed in service.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
MRC PERMIAN COMPANY
One Lincoln Center
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240
Attn: Anton Langland

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. 610837-FT1EPNG, originally dated March 15, 2018 (which was fully executed but had not yet become effective).

14. ***Creditworthiness:*** By no later than January 1, 2019, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at any time after January 1, 2019, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this paragraph 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. 610837-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**MRC PERMIAN COMPANY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2019.	_____ day of _____, 2019.

Agreement No. 610837-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: August 1, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: If the Commencement Date is after October 1, 2019, then from October 1, 2019 through the earlier of the Day before the Commencement Date or the Expiration Date.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IBOUNDSR	48862	KEYTRAN	302136	VA	114,000	114,000	109,000	113,000	116,000	120,000	118,000	118,000	116,000	113,000	109,000	114,000		
TRANSPORTATION CONTRACT DEMAND					**114,000**	**114,000**	**109,000**	**113,000**	**116,000**	**120,000**	**118,000**	**118,000**	**116,000**	**113,000**	**109,000**	**114,000**		

Effective Dates: Commencement Date through the Expiration Date.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IBOUNDSR	48862	IMNDZTRL (as modified to accommodate deliveries from Transporter)	48148	VA	114,000	114,000	109,000	113,000	116,000	120,000	118,000	118,000	116,000	113,000	109,000	114,000		
TRANSPORTATION CONTRACT DEMAND					**114,000**	**114,000**	**109,000**	**113,000**	**116,000**	**120,000**	**118,000**	**118,000**	**116,000**	**113,000**	**109,000**	**114,000**		

Notes:
1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 610837-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: August 1, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*

		IGCXWAHA	53931		
		KEYTRAN	302136		
		IMNDZTRL	48148		
		DJMSLAKE	47835		
		DMARTINB	47838		
		DEMBARBS	47839		
		DSEMDRAW	47929		
		DQUAILRN	48149		
		DFOXHILL	48155		
		DROCKDOV	48280		
		DEMMADEL	48713		
		DPITBULL	48738		
		DTEMPIGR	48801		
		DGIDDING	48860		
		DBLAKEDR	49074		
		DCARLSBD	49085		
		DJALALLY	49548		
		DEAGLDEL	49549		
		DCATFISH	49637		
		DSALTCRK	49652		
		DCYPRESS	49654		
		DHOGGDEL	49715		
		DPECSTRL	49748		
		DWHTHORN	49774		
		DSALDRWD	49775		
IBOUNDSR	48862	DHIGHROL	49809		
IMLSCARL	314843	DGPMMRTN	49820		
IROCKDOV	48279	DALLREDD	49865		
IGRAMARI	301560	DANGELES	49940		
IMCHRNCH	301641	DPINCPD2	49961		
INGPLLEA	301676	DPEGASUS	49986		
INUVISTA	334823	DHADACOL	49987	See ¶11	(1a)
ICRAWFRD	334853	DSTKHLDR	50018		
IROJOGRN	334862	DRZRSHRP	50053		
IPINCPD2	358846	DARMDILO	50647		
IWAREUNI	377003	BENEDUM	53595		
IZORRO	49027	UPTON	300834		
IHIGBYHL	50530	DENSODIS	300837		
		DENSOJAL	300838		
		DENSOMID	300839		
		DENSOSJX	300841		
		DENSOSUT	300891		
		DGPMHOBS	300902		
		DHARDFLT	300910		
		DJAL JAL	300912		
		DJALCPLX	300927		
		DMAYFLD	300954		
		DP-PFUEL	300992		
		DPNMTATU	301056		
		DSUG CRN	301062		
		DSUG KWX	301215		
		DWTG DIS	301220		
		DWTG JAL	301321		
		IARCOPUC	301375		
		ICABHOBS	301530		
		IGCNMLSK	301560		
		IGRAMARI	301595		
		IKEYSTOR	301620		
		ILONESTR	301621		
		ILONEWA	301641		
		IMCHRNCH	301657		
		IMLWAHA	301678		
		INGPLUSK			

Agreement No. 610837-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: August 1, 2019

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*

		IOASISWA	301701		
		IOWNRNCH	301705		
		DWILSDEL	301908		
		IUTDOLHD	301938		
		IVALEROW	301945		
		IW40-043	301952		
		IWESTARW	302075		
		PLNSTRAN	302250		
		WAHATRAN	302407		
		DGPMGOLD	302803		
		DAMSLAFL	303930		
		DSUNDOWN	303953		
		DAMOCDIS	314109		
		DSHELSJX	314416		
		INN30PLA	314430		
		ITXGROBE	314435		
		DREVSGNS	314464		
		DWANTZDP	314547		
		DKERMFUL	314874		
		WTGREEVS	314889		
		DWILSDL1	314943		
		IMUSTANG	314948		
		DNUSUPCO	314999		
		DTERFUEL	315319		
		DAMERAN	315327		
		DCORNELL	315391		
IBOUNDSR	48862	DHOBSON	316115		
IMLSCARL	314843	DGDNITBY	316116		
IROCKDOV	48279	DWHITDIS	320214		
IGRAMARI	301560	DRAM MID	320431		
IMCHRNCH	301641	DWTG SJX	320474		
INGPLLEA	301676	DWTG GLD	320499		
INUVISTA	334823	IODESAEC	320615	See ¶11	(1a)
ICRAWFRD	334853	DLEVEMER	326482		
IROJOGRN	334862	DANGLYFM	327707		
IPINCPD2	358846	DPLTXDIS	330090		
IWAREUNI	377003	DWTG LLN	330336		
IZORRO	49027	DPLNSDIS	330662		
IHIGBYHL	50530	DMORTDIS	330727		
		DDENVJAL	330804		
		DWSTRGLD	330901		
		DWTG KWX	331543		
		DWTGFUEL	333466		
		DJWMILLR	333500		
		DOXY DIS	333520		
		DGGSIKEY	334792		
		DHOBBSPP	334841		
		DMOUNTN	334854		
		DAVALON	334859		
		DBENRNCH	334871		
		DVILFARM	334872		
		DGOLDHMR	334875		
		DWSTRDIS	334880		
		DTEX JAL	335357		
		DGPMFULT	335442		
		DPHCRAFL	335444		
		IW41-044	341044		
		IW41-054	341054		
		IW41-056	341056		
		IW41-062	341062		
		IW41-106	341106		
		IW41-130	341130		
		IW41-133	341133		
		DENSOGLD	341157		
		I41-194	341194		

Agreement No. 610837-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: August 1, 2019

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
		DPHILSUT	341233					
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
IBOUNDSR	48862	DPHILMID	341922					
IMLSCARL	314843	DARCODIS	341987					
IROCKDOV	48279	DGGCHAVS	344215					
IGRAMARI	301560	IARCOMID	344219					
IMCHRNCH	301641	DPHBAYVU	344245					
INGPLLEA	301676	DWTGGARD	344246					
INUVISTA	334823	DPHGAINS	344250	See ¶11	(1a)			
ICRAWFRD	334853	DGULFSJX	344251					
IROJOGRN	334862	DRDBLFBY	800912					
IPINCPD2	358846	DSODALKE	800925					
IWAREUNI	377003	DGAINESJ	801187					
IZORRO	49027	DSUMADM	801190					
IHIGBYHL	50530	DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
		DWTG311L	951064					

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the Parties agree to the following negotiated rate(s) of $2.5850 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 613296-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: July 9, 2019

Agreement No. 613296-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: July 9, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **TUCSON ELECTRIC POWER COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X__ No_____

Agreement No. 613296-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
15,000	November - March
45,000	April - October

11. ***Term of Firm Transportation Service:*** Beginning: January 1, 2020
Ending: October 31, 2030

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
TUCSON ELECTRIC POWER COMPANY
88 E. Broadway Blvd.
Mail Stop HQE 302
PO Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

TUCSON ELECTRIC POWER COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 613296-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: March 27, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 2, 2020 – June 30, 2020

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	IGILARVR	398668	CC1				12,000										
BLANCO	300714	IGILARVR	398668	NS3				18,000	30,000	30,000								
KEYSTONE	302132	INORBAJA	301693	SS1				15,000	15,000	15,000								
TRANSPORTATION CONTRACT DEMAND								**45,000**	**45,000**	**45,000**								

Effective Dates: July 1, 2020 – December 31, 2020

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	INORBAJA	301693	CC1								10,000						
BLANCO	300714	INORBAJA	301693	NS3							30,000	20,000	30,000	30,000				
KEYSTONE	302132	INORBAJA	301693	SS1							15,000	15,000	15,000	15,000	15,000	15,000		
TRANSPORTATION CONTRACT DEMAND											**45,000**	**45,000**	**45,000**	**45,000**	**15,000**	**15,000**		

Effective Dates: January 1, 2021 – October 31, 2030

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	INORBAJA	301693	CC1								10,000						
BLANCO	300714	INORBAJA	301693	NS3				30,000	30,000	30,000	30,000	20,000	30,000	30,000				
KEYSTONE	302132	INORBAJA	301693	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
TRANSPORTATION CONTRACT DEMAND					**15,000**	**15,000**	**15,000**	**45,000**	**45,000**	**45,000**	**45,000**	**45,000**	**45,000**	**45,000**	**15,000**	**15,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. 613296-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: March 27, 2020

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	April 2, 2020 – October 31, 2030	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	DSCALEHR INORBAJA DPG&ETOP DSCALTOP IBLYTHE DMOJAVE ICADIZ DAGMOJ IMSQUITE IGRIFFTH IARLVALY KRAMER SIDEWNDR PASTORIA SOCWR LAPALOMA	301016 301693 314604 332503 314980 332505 301377 332569 398670 320614 314985 332554 332555 332553 332531 302144	April 2, 2020 – October 31, 2030	(1a)			

Agreement No. 613296-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: March 27, 2020

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.



August 1, 2013

Mr. Ray Robey
Tucson Electric Power Company
88 East Broadway Blvd.
Mail Stop HQE302
Tucson, AZ 85702

Dear Mr. Robey:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for Tucson Electric Power Company ("TEP") (EPNG and TEP are together referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT24P000, H2224000 and H222C000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract No. FT24P000 (to be replaced by Contract No. FT3AC000), Contract No. H2224000 (to be replaced by Contract No. H222R000), and Contract No. H222C000 (to be replaced by Contract No. H222Q000). Contract Nos. FT3AC000, H222R000, and H222Q000 shall be collectively referred to as the "Contract Package."

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and TEP ("Letter Agreement") and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval.

3. If FERC accepts and/or approves this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the Letter Agreement and the agreements comprising the Contract Package under their terms will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and TEP shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the Contract Package.

El Paso Natural Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Tel. 719.473.2300

4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay TEP refunds by wire transfer (or by other mutually agreeable means) as follows:

   a. $254,150 for refunds in Docket No. RP08-426-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to TEP regardless of any past or future FERC or court decisions in that or any other proceeding; and

   b. $2,286,710 for refunds in Docket No. RP10-1398-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which TEP may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the "Final Order"), such rates shall be referred to herein as the "Final Reservation Rate" and the "Final Usage Rate." Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

   a. Contract No. FT24P000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the monthly reservation rate of $10.0375 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the New Mexico rate zone and a monthly reservation rate of $10.0375 per Dth from April 1, 2011 through the termination date of that agreement;

      ii. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

      iii. Refunds, if any, associated with service under Contract No. FT24P000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

   b. Contract No. FT3AC000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the monthly reservation rate of $10.0375 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the New Mexico rate zone and a monthly reservation rate of $10.0375 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the New Mexico rate zone;

ii. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate in the New Mexico rate zone, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the effective date of the Final Usage Rate for Rate Schedule FT-1; and

iii. Refunds, if any, associated with service under Contract No. FT3AC000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rate actually paid and the monthly Final Reservation Rate and the Final Usage Rate for Rate Schedule FT-1.

c. Contract No. H2224000

i. If the Final Reservation Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the monthly reservation rate of $11.2542 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and a monthly reservation rate of $11.2542 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. H2224000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate for Rate Schedule FTH-12.

d. Contract No. H222R000

i. If the Final Reservation Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the monthly reservation rate of $11.2542 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and a monthly reservation rate of $11.2542 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the New Mexico rate zone;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate, EPNG shall pay TEP additional refunds associated with that agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the effective date of the Final Usage Rate for Rate Schedule FTH-12; and

iii. Refunds, if any, associated with service under Contract No. H222R000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate for Rate Schedule FTH-12.

e. Contract No. H222C000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from April 1, 2011 through the termination date of that agreement;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay TEP additional refunds associated with that agreement for deliveries in the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

   iii. Refunds, if any, associated with service under Contract No. H222C000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid the Final Reservation Rate and the Final Usage Rate for Rate Schedule FTH-12.

f. Contract No. H222Q000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay TEP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Reservation Rate to the Arizona rate zone, EPNG shall pay TEP additional refunds associated with that agreement for deliveries in the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Reservation Rate for Rate Schedule FTH-12; and

   iii. Refunds, if any, associated with service under Contract No. H222Q000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

g. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 and such order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and provide those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG's obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge TEP to recover any amounts previously refunded that are greater than the amounts ultimately owed under a Final Order.

6. The Parties expressly acknowledge and agree that TEP is not (nor has it been) subject to the rights of Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and that nothing in this Letter Agreement and/or the Contract Package shall confer any rights or obligations on the Parties under the 1996 Settlement. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights and obligations under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other agreement that is or may be held at any time by TEP, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects TEP's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Robin J. Janes

TUCSON ELECTRIC POWER COMPANY

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of August, 2013.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Chris M. Meyer

Title VP – Business Management

Date_____

Accepted and agreed to this
_____ day of August, 2013.

Agreement No. FT3AC000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: January 10, 2022

Agreement No. FT3AC000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 10, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **TUCSON ELECTRIC POWER COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. FT3AC000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
6,000	November - March
9,000	April and October
15,000	May - September

11. ***Term of Firm Transportation Service:*** Beginning: September 1, 2013
Ending: March 31, 2032

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper: Tucson Electric Power Company
88 E. Broadway Blvd.
Mail Stop HQE 302
PO Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3AC000-FT1EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

TUCSON ELECTRIC POWER COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. FT3AC000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 – March 31, 2032

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/ Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
KEYSTONE	302132	ILUNAPWR	314566	SS1	6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000	525	
TRANSPORTATION CONTRACT DEMAND					**6,000**	**6,000**	**6,000**	**9,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**9,000**	**6,000**	**6,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3AC000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: January 10, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022 - March 31, 2032	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $7.8342 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H222Q000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: December 15, 2022

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: December 15, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **TUCSON ELECTRIC POWER COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Twelve Hour Peaking "FTH-12"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X____ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
50,000	May - September
25,000	April and October
10,000	November - March

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013
Ending: April 30, 2048

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

12. ***Notices, Statements, and Bills:***

To Shipper:
TUCSON ELECTRIC POWER COMPANY
88 E. Broadway Blvd.
Mail Stop HQE 302
Po Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective May 1, 2023: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222Q000-FH12EPNG, last amended on December 18, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

TUCSON ELECTRIC POWER COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. H222Q000-FH12EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: December 15, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: May 1, 2023 - April 30, 2048

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DTEP S78	301149	NS3	10,000	10,000	10,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	10,000	10,000		
KEYSTONE	302132	DTEP S78	301149	SS1				20,000	45,000	45,000	45,000	45,000	45,000	20,000				
TRANSPORTATION CONTRACT DEMAND					**10,000**	**10,000**	**10,000**	**25,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**25,000**	**10,000**	**10,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. H222Q000-FH12EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: December 15, 2022

Primary Receipt Point	*Primary Delivery Point*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	May 1, 2023 – April 30, 2038	(1a) (1b)	(1b)	(1b)		
As listed in Exhibit A	As listed in Exhibit A	May 1, 2038 – April 30, 2048					

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	May 1, 2023 – April 30, 2038	(1a) (1b)	(1b)	(1b)		
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	May 1, 2038 – April 30, 2048					

Agreement No. H222Q000-FH12EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.2958 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

1b/ All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H222R000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: January 10, 2022

Agreement No. H222R000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: January 10, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **TUCSON ELECTRIC POWER COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service***: Twelve Hour Peaking "FTH-12"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. H222R000-FH12EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
18,000	November - March
15,000	April - October

11. ***Term of Firm Transportation Service:*** Beginning: September 1, 2013
Ending: March 31, 2032

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
Tucson Electric Power Company
88 E. Broadway Blvd.
Mail Stop HQE 302
PO Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222R000-FH12EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

TUCSON ELECTRIC POWER COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. H222R000-FH12EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)

Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 – March 31, 2032

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	ILUNAPWR	314566	SS1	18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000	525	
TRANSPORTATION CONTRACT DEMAND					**18,000**	**18,000**	**18,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**18,000**	**18,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. H222R000-FH12EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TUCSON ELECTRIC POWER COMPANY
(Shipper)
Dated: January 10, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	April 1, 2022 - March 31, 2032	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $9.1414 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.



August 1, 2013

Mr. Ray Robey
UNS Gas, Inc.
88 East Broadway Blvd
Mail Stop HQ302
Tucson, AZ 85702

Dear Mr. Robey:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for UNS Gas, Inc. ("UNS Gas") (EPNG and UNS Gas are together referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT259000, FT25A000, FT35L000, FT35M000, FT24N000, H3222000, H3228000, H8222000, H222L000 and also provides service to UNS Gas under an operator point aggregation service agreement, Contract No. OA22M000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT259000, FT25A000, FT35L000, FT35M000, FT24N000, H3222000, H3228000, and H8222000 (the capacity of which will be consolidated into Contract Nos. H3229000 and FT3AB000), Contract No. H222L000 (to be replaced by Contract No. H222P000) and Contract No. OA22M000 (to be replaced by Contract No. OA22Z000). Contract Nos. FT3AB000, H3229000, H222P000 and OA22Z000 shall be collectively referred to herein as the "Contract Package."

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and UNS Gas ("Letter Agreement") and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval.

3. If FERC accepts and/or approves this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the Letter Agreement and the agreements comprising the Contract Package under their terms will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and UNS Gas shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the Contract Package.

El Paso Natural Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Tel. 719.473.2300

4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay UNS Gas refunds by wire transfer (or by other mutually agreeable means) as follows:

   a. $211,826 for refunds in Docket No. RP08-426-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to UNS Gas regardless of any past or future FERC or court decisions in that or any other proceeding; and

   b. $3,340,801 for refunds in Docket No. RP10-1398-000 calculated on a payment date of October 11, 2013. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which UNS Gas may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. Pursuant to Paragraph 8 of this Letter Agreement, no refunds shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"). No refunds shall be paid, due or owing in association with Contract Nos. FT259000 or FT25A000. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the "Final Order"), such rates shall be referred to herein as the "Final Reservation Rate" and the "Final Usage Rate."Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

   a. Contract Nos. FT35L000, FT35M000 and FT24N000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the monthly reservation rate of $12.3188 per Dth, EPNG shall pay UNS Gas additional refunds associated with those agreements based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly reservation rate of $12.3188 per Dth from April 1, 2011 through the termination date of those agreements;

      ii. If the Final Usage Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements, EPNG shall pay UNS Gas additional refunds associated with those agreements for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Arizona rate zone and the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements; and

      iii. Refunds, if any, associated with service under Contract Nos. FT35L000, FT35M000, and FT24N000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

   b. Contract No. FT3AB000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the monthly reservation rate of $12.3188 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly reservation rate of $12.3188 per Dth from the effective date of that agreement until the date of the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone;

ii. If the Final Usage Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date the Final Usage Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone; and

iii. Refunds, if any, associated with service under Contract No. FT3AB000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

c. Contract Nos. H3222000 and H3228000

i. If the Final Reservation Rate under Rate Schedule FTH-3 in the Arizona rate zone is lower than the monthly reservation rate of $13.2313 per Dth, EPNG shall pay UNS Gas additional refunds associated with those agreements based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone and a monthly reservation rate of $13.2313 per Dth from April 1, 2011 through the termination date of those agreements;

ii. If the Final Usage Rate under Rate Schedule FTH-3 in the Arizona rate zone is lower than the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements, EPNG shall pay UNS Gas additional refunds associated with those agreements for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-3 service to the Arizona rate zone and the actual usage rate paid under those agreements from April 1, 2011 through the termination date of those agreements; and

iii. Refunds, if any, associated with service under Contract Nos. H3222000 and H3228000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

d. Contract No. H8222000

i. If the Final Reservation Rate under Rate Schedule FTH-8 in the Arizona rate zone is lower than the monthly reservation rate of $20.9875 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-8 service to the Arizona rate zone and a monthly reservation rate of $20.9875 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FTH-8 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-8 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. H8222000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

e. Contract No. H222L000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from April 1, 2011 through the termination date of that agreement;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

   iii. Refunds, if any, associated with service under Contract No. H222L000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

f. Contract No. H222P000
   i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $14.1438 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $14.1438 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone;

   ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate for FTH-12 service to the Arizona rate zone, EPNG shall pay UNS Gas additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date of the Final Usage Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone; and.

   iii. Refunds, if any, associated with service under Contract No. H222P000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

g. Contract No. H3229000
   i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than a monthly reservation rate of $12.3188 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly reservation rate of $12.3188 per Dth times the applicable maximum daily quantity ("MDQ") shown for Rate Schedule FT-1 service on Exhibit A attached hereto ("Exhibit A") for each month from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FT-1 becomes the maximum effective rate for service to the Arizona rate zone;

ii. If the Final Reservation Rate is established after August 31, 2014 and the difference between the monthly Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone and the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone ("FTH-3 Differential") is less than $1.3731 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the FTH-3 Differential and $1.3731 per Dth times the MDQ shown for Rate Schedule FT-1 service on Exhibit A for each month for the period from September 1, 2014 until the date the Final Reservation Rates for Rate Schedules FT-1 and FTH-3 become the maximum effective rates for service to the Arizona rate zone;

iii. If the Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone is lower than a monthly reservation rate of $13.2313 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-3 service to the Arizona rate zone and $13.2313 per Dth times the MDQ shown for Rate Schedule FTH-3 service on Exhibit A for each month from the effective date of that agreement until the date of the Final Reservation Rate for Rate Schedule FTH-3 becomes the maximum effective rate for service to the Arizona rate zone;

iv. If the Final Reservation Rate for FTH-8 service to the Arizona rate zone is lower than a monthly reservation rate of $20.9875 per Dth, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-8 service to the Arizona rate zone and $20.9875 per Dth times the MDQ shown for Rate Schedule FTH-8 service on Exhibit A for each month from the effective date of that agreement until the earlier of 1) the date the Final Reservation Rate for Rate Schedule FTH-8 becomes the maximum effective rate for service to the Arizona rate zone, or 2) August 31, 2014;

v. If the Final Usage Rate for Rate Schedule FTH-3 service to the Arizona rate zone is lower than the actual usage rate paid under that agreement, EPNG shall pay UNS Gas additional refunds associated with that agreement based on the difference between the Final Usage Rate for Rate Schedule FTH-3 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date the Final Usage Rate for Rate Schedule FTH-3 becomes effective for service to the Arizona rate zone; and

vi. Refunds, if any, associated with service under Contract No. H3229000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the Final Usage Rate.

h. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 and such order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and pay those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG's obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge UNS Gas to recover any amounts previously refunded that are greater than the amounts ultimately owed under a Final Order.

6. UNS Gas hereby waives and relinquishes any rights to seek rehearing of the orders issued by FERC in Docket No. RP13-787-000, including without limitation the order issued on July 2, 2013, or petition any court for review of any order in that proceeding. UNS Gas further agrees it will not in any manner assist or support any effort by anyone to file such a rehearing request or petition for review.

7. Subject to final approval by UNS Gas' management, the Parties agree to execute a new transportation service agreement ("New FTSA") with a term starting on September 1, 2023 for the capacity specified in Exhibit B attached to this Letter Agreement for FT-1 service to the Arizona rate zone (ratable service) ("FT-1 Capacity") for a term of one (1) year with a monthly reservation rate equal to the then effective Reservation Adjustable Component rate as defined in H3229000, which shall be adjusted annually using the same calculation as determined in that agreement and a maximum usage rate. The FT-1 Capacity will be under Contract No. H3229000 from its effective date through August 31, 2023. Upon the execution of the New FTSA, the FT-1 Capacity would not be subject to the contractual right of first refusal in Contract No. H3229000. Additionally, the New FTSA shall include a unilateral evergreen clause whereby the contract will continue in full force and effect from year to year thereafter until terminated by a 365-day written notice from UNS Gas. UNS Gas must provide written notice of its management's approval for the New FTSA to EPNG no later than January 31, 2023. If such notice is not provided, the Parties shall not have any further obligations under this Paragraph 7 and all of the capacity under Contract No. H3229000 shall be subject to its contractual right of first refusal. Finally, the New FTSA shall be executed within thirty (30) days after such notice is received by EPNG.

8. Upon the effective date of this Letter Agreement, UNS Gas agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to UNS Gas. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other agreement that is or may be held at any time by UNS Gas, its assignees or successor-in-interests.

9. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

10. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

11. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 10, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects UNS Gas' understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Robin J. Janes

UNS GAS, INC.

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of August, 2013.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Chris M. Meyer

Title VP – Business Management

Date_____

Accepted and agreed to this
_____ day of August, 2013.

Exhibit A

El Paso Natural Gas Company, L.L.C.

UNS Gas, Inc. Letter Agreement

Maximum Daily Quantities ("MDQ") by Month through August 31, 2014

	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14
FT-1 Service	2,079	3,206	2,996	1,692	1,586	4,737	7,041	8,773	434	2,082	1,295	1,483
FTH-3 Service	4,164	4,164	9,553	9,553	9,553	9,553	9,553	4,164	4,164	4,164	4,164	4,164
FTH-8 Service	7,400	7,400	25,100	25,100	25,100	25,100	25,100	7,400	7,400	7,400	7,400	7,400
Total MDQ:	13,643	14,770	37,649	36,345	36,239	39,390	41,694	20,337	11,998	13,646	12,859	13,047

Maximum Daily Quantities ("MDQ") by Month Beginning September 1, 2014

	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15
FT-1 Service	2,079	3,206	2,996	1,692	1,586	4,737	7,041	8,773	434	2,082	1,295	1,483
FTH-3 Service	11,564	11,564	34,653	34,653	34,653	34,653	34,653	11,564	11,564	11,564	11,564	11,564
Total MDQ:	13,643	14,770	37,649	36,345	36,239	39,390	41,694	20,337	11,998	13,646	12,859	13,047

All quantities listed above are stated in Dth/d

Exhibit B

El Paso Natural Gas Company, L.L.C

UNS Gas, Letter Agreement

Former Agmt Code	Service Type	Basin	Receipt	Delivery	Path	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
FT259000	FT1	San Juan	BLANCO	DCITZHLJ	NN1	6,390	6,334	6,694	3,428	1,716	1,922	1,971	1,967	1,905	3,115	3,264	6,464	3,764
FT259000	FT1	San Juan	BLANCO	DCITZNOG	NS3	0	0	0	1,797	0	0	0	0	0	625	0	0	202
FT259000	FT1	San Juan	BLANCO	DCITZPHX	NS3	0	0	785	1,888	667	335	0	0	324	0	0	563	380
FT259000	FT1	San Juan	BLANCO	DCITZPRC	NS3	0	0	1,031	2,590	1,071	301	0	0	340	0	0	740	506
FT259000	FT1	San Juan	BLANCO	DCITZSED	NS2	4,836	4,836	4,837	2,750	1,396	1,200	1,200	1,199	1,200	924	1,067	4,836	2,523
FT259000	FT1	San Juan	BLANCO	DCITZSJE	NN1	11,356	11,297	11,862	5,299	2,500	2,180	1,825	1,858	2,078	5,526	10,091	11,573	6,454
FT259000	FT1	San Juan	BLANCO	DCITZSJW	NN1	8,700	8,775	9,784	4,000	2,381	900	900	900	900	0	2,073	7,459	3,898
FT259000	FT1	San Juan	BLANCO	DCITZSWF	NN1	5,564	5,023	0	0	3,031	764	924	606	362	0	0	4,783	1,755
FT259000	FT1	Permian	KEYSTONE	DCITZPHX	SS1	549	2,196	3,616	3,300	536	595	248	404	586	0	0	490	1,043
FT259000	FT1	Permian	KEYSTONE	DCITZPRC	SS1	722	2,886	4,752	4,525	860	534	224	357	615	0	0	643	1,343
FT259000	FT1	Permian	KEYSTONE	DCITZSED	SS1	7,255	7,253	3,968	0	2,095	1,801	1,801	1,798	1,801	1,220	1,333	7,255	3,132
FT259000	FT1	Permian	WAHA	DCITZNOG	SS1	0	0	0	0	0	0	0	0	0	240	0	0	20
						45,372	48,600	47,329	29,577	16,253	10,532	9,093	9,089	10,111	11,650	17,828	44,806	25,020
FT25A000	FT1	San Juan	BLANCO	DCITZPHX	NS2	4,484	5,124	3,700	426	0	0	0	0	0	0	0	3,310	1,420
FT25A000	FT1	San Juan	BLANCO	DCITZPHX	NS3	0	251	0	0	90	62	439	434	67	930	987	611	323
FT25A000	FT1	San Juan	BLANCO	DCITZPRC	NS2	9,319	10,160	8,287	2,117	761	647	646	647	646	369	762	7,775	3,511
FT25A000	FT1	San Juan	BLANCO	DCITZPRC	NS3	0	329	0	0	144	55	397	385	70	890	1,332	804	367
FT25A000	FT1	Permian	KEYSTONE	DCITZPHX	SS1	2,418	453	2,979	0	0	0	411	248	0	1,396	1,493	2,893	1,024
FT25A000	FT1	Permian	KEYSTONE	DCITZPRC	SS1	3,179	596	3,916	0	0	0	371	219	0	1,335	1,985	3,803	1,284
FT25A000	FT1	San Juan	BLANCO	DCITZSJW	NN1	0	0	1,816	0	0	1,600	1,600	1,600	1,600	3,945	7,716	1,303	1,765
FT25A000	FT1	San Juan	BLANCO	DCITZSWF	NN1	0	0	0	0	119	1,565	2,306	2,424	1,929	1,706	2,659	0	1,059
FT25A000	FT1	Permian	WAHA	DCITZPHX	SS1	3,758	3,187	133	0	0	0	0	0	0	0	0	3,344	869
FT25A000	FT1	Permian	WAHA	DCITZPRC	SS1	10,080	9,329	5,309	2,298	1,141	970	970	971	969	554	1,142	9,533	3,606
						33,238	29,429	26,140	4,841	2,255	4,899	7,140	6,928	5,281	11,125	18,076	33,376	15,227
FT-1 Capacity subject to Unilateral Evergreeen						78,610	78,029	73,469	34,418	18,508	15,431	16,233	16,017	15,392	22,775	35,904	78,182	40,247
FTH-3 Capacity Subject to Contractual ROFR if New FTSA is executed						36,239	39,390	41,694	20,337	11,998	13,646	12,859	13,047	13,643	14,770	37,649	36,345	24,301
Total FTH3 through 08/31/2023						114,849	117,419	115,163	54,755	30,506	29,077	29,092	29,064	29,035	37,545	73,553	114,527	64,549

All quantities listed above are stated in Dth/d

Agreement No. 619448-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

UNS GAS, INC.
(Shipper)

Dated: July 12, 2023

Agreement No. 619448-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: July 12, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **UNS GAS, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X___ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
6,900	January
4,200	February
10,800	March
4,197	April
2,400	May - September
3,265	October
3,500	November
7,700	December

11. ***Term of Firm Transportation Service:*** Beginning: September 1, 2023
Ending: August 31, 2048

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
UNS GAS, INC.
88 E Broadway
Mail Stop HQE 302
PO Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations in the following agreement regarding Shipper’s retention of the underlying capacity that is also designated in this Agreement shall be terminated: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT3AB000 originally dated June 1, 2014.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement (“1996 Settlement”) in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. 619448-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**UNS GAS, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. 619448-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
UNS GAS, INC.
(Shipper)

Dated: July 12, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DCITZHLJ	300803	NN1			2,500									600
BLANCO	300714	DCITZNOG	300808	NS3	3,500	3,500	1,378	4,197	2,123							1,891
BLANCO	300714	DCITZSWF	330793	NN1	3,400	700	4,800									3,600
WAHA	302404	DCITZNOG	300808	SS1			2,122		277	2,400	2,400	2,400	2,400	3,265	3,500	1,609
TRANSPORTATION CONTRACT DEMAND					**6,900**	**4,200**	**10,800**	**4,197**	**2,400**	**2,400**	**2,400**	**2,400**	**2,400**	**3,265**	**3,500**	**7,700**

Ex. A-1

Agreement No. 619448-FT1EPNG

EXHIBIT A
(CONT.)

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DCITZHLJ	300803	320183	UNSGAS/EPNG JOSEPH CITY NAVAJO			104									25	50	
DCITZHLJ	300803	330084	UNSGAS/EPNG WINSLOW NAVAJO			1,376									330	60	
DCITZHLJ	300803	330941	UNSGAS/EPNG HOLBROOK NAVAJO			1,020									245	55	
DCITZNOG	300808	320050	UNSGAS/EPNG TUCSON RD SALES SANTA C				37									99	
DCITZNOG	300808	320193	UNSGAS/EPNG PATAGONIA SANTA CRUZ				29									40	
DCITZNOG	300808	320521	UNSGAS/EPNG TUBAC SANTA CRUZ				114						69				
DCITZNOG	300808	320522	UNSGAS/EPNG AMADO SANTA CRUZ				5						4			50	
DCITZNOG	300808	320525	UNSGAS/EPNG RIO RICO SANTA CRUZ				130						80			100	
DCITZNOG	300808	330040	UNSGAS/EPNG NOGALES SANTA CRUZ				531									99	
DCITZNOG	300808	330201	UNSGAS/EPNG MAIN LINE TAPS SANTA CR														
DCITZNOG	300808	330202	UNSGAS/EPNG MAINLINE TAPS LINE 214														
DCITZNOG	300808	331559	UNSGAS/EPNG NOGALES #2 SANTA CRUZ	3,500	3,500	3,500	3,351	2,400	2,400	2,400	2,400	2,400	3,112	3,500	3,500	99	
DCITZNOG	300808	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ (SUMMER)													300	
DCITZNOG	300808	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ (WINTER)													100	
DCITZSWF	330793	330793	SW FOREST NA													540	894
CONTRACT METER QUANTITY (CMQ(s))				**3,500**	**3,500**	**6,000**	**4,197**	**2,400**	**2,400**	**2,400**	**2,400**	**2,400**	**3,265**	**3,500**	**4,100**		

Agreement No. 619448-FT1EPNG

EXHIBIT A
(CONT.)

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. 619448-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
UNS GAS, INC.
(Shipper)

Dated: July 12, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	September 1, 2023 – August 31, 2038	1a/				
As listed in Exhibit A	As listed in Exhibit A	September 1, 2038 – August 31, 2048					

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All Receipt Points as they may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	September 1, 2023 – August 31, 2038	1a/				

Agreement No. 619448-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.9271 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. H222P000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Between

El Paso Natural Gas Company, L.L.C.

And

UNS Gas, Inc.
(Shipper)

Dated: September 29, 2020

Agreement No. H222P000-FH12EPNG

Transportation Service Agreement

Rate Schedule FT-H

Dated: September 29, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **UNS GAS, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Twelve Hour Peaking "FTH-12"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate Agreement:*** Yes_____ No__X___

Agreement No. H222P000-FH12EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
2,310	April – October

11. ***Term of Firm Transportation Service:*** Beginning: September 1, 2013
Ending: October 31, 2035

12. ***Notices, Statements, and Bills:***

To Shipper:
UNS Gas, Inc.
88 E. Broadway Blvd.
Mail Stop HQE 302
PO Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on November 1, 2020: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222P000-FH12EPNG, last amended on June 1, 2014.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

15. Upon the Effective Date of Transporter's Agreement No. H222P000-FH12EPNG dated September 1, 2013 as that term is defined in that agreement, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

Agreement No. H222P000-FH12EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**UNS GAS, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. H222P000-FH12EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
UNS GAS, INC. (Shipper)

Dated: September 29, 2020

Shipper's Transportation Contract Demand: See ¶ 10

Effective Dates: November 1, 2020 - October 31, 2035

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
KEYSTONE	302132	DCITZNOG	300808	SS1				2,310	2,310	2,310	2,310	2,310	2,310	2,310		
TRANSPORTATION CONTRACT DEMAND								**2,310**	**2,310**	**2,310**	**2,310**	**2,310**	**2,310**	**2,310**		

Ex. A-1

Agreement No. H222P000-FH12EPNG

EXHIBIT A CONT'D

Effective Dates: November 1, 2020 - October 31, 2035

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
				January	February	March	April	May	June	July	August	September	October	November	December		
DCITZNOG	300808	320050	UNSGAS/EPNG TUCSON RD SALES SANTA C													99	
DCITZNOG	300808	320193	UNSGAS/EPNG PATAGONIA SANTA CRUZ													40	
DCITZNOG	300808	320521	UNSGAS/EPNG TUBAC SANTA CRUZ														
DCITZNOG	300808	320522	UNSGAS/EPNG AMADO SANTA CRUZ													50	
DCITZNOG	300808	320525	UNSGAS/EPNG RIO RICO SANTA CRUZ													100	
DCITZNOG	300808	330040	UNSGAS/EPNG NOGALES SANTA CRUZ													99	
DCITZNOG	300808	330201	UNSGAS/EPNG MAIN LINE TAPS SANTA CR														
DCITZNOG	300808	330202	UNSGAS/EPNG MAINLINE TAPS LINE 214														
DCITZNOG	300808	331559	UNSGAS/EPNG NOGALES #2 SANTA CRUZ													99	
DCITZNOG	300808	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ				2,310	2,310	2,310	2,310	2,310	2,310	2,310			300	
CONTRACT METER QUANTITY (CMQ(s))							**2,310**	**2,310**	**2,310**	**2,310**	**2,310**	**2,310**	**2,310**				

Agreement No. H222P000-FH12EPNG

EXHIBIT A CONT'D

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. H222P000-FH12EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
UNS GAS, INC.
(Shipper)

Dated: September 29, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020 - October 31, 2035				

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-1

Agreement No. 619450-FH3EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

UNS GAS, INC.
(Shipper)

Dated: July 12, 2023

Agreement No. 619450-FH3EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: July 12, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **UNS GAS, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Three Hour Enhanced "FTH-3"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X____ No_____

Agreement No. 619450-FH3EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
114,849	January
117,419	February
115,163	March
54,755	April
30,506	May
29,077	June
29,092	July
29,064	August
29,035	September
37,545	October
73,553	November
114,527	December

11. ***Term of Firm Transportation Service:*** Beginning: September 1, 2023
Ending: August 31, 2048

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
UNS GAS, INC.
88 E Broadway
Mail Stop HQE 302
PO Box 711
Tucson, AZ 85702
Attn: Gas Transportation Services

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations in the following agreement regarding Shipper's retention of the underlying capacity that is also designated in this Agreement shall be terminated: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H3229000 originally dated June 1, 2014.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. 619450-FH3EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**UNS GAS, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. 619450-FH3EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
UNS GAS, INC.
(Shipper)

Dated: July 12, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DCITZGIL	331374	NS3	780	780	780	400	400	400	400	400	400	400	780	780
BLANCO	300714	DCITZHLJ	300803	NN1	8,522	8,466	6,326	4,605	2,736	2,111	1,502	1,363	1,778	2,340	3,354	7,996
BLANCO	300714	DCITZNOG	300808	NS3	1,530	2,800		803								
BLANCO	300714	DCITZPHX	300809	NS3	2,820	3,400	4,636	2,922	1,311							5,538
BLANCO	300714	DCITZPRC	300810	NS2	12,091	13,415	13,147	3,539	1,161	1,047	1,489	1,624	1,147	1,952	2,042	12,245
BLANCO	300714	DCITZSED	300811	NS2	9,308	9,465	6,437	3,470	2,116	1,920	1,477	1,342	1,819	461	2,547	6,436
BLANCO	300714	DCITZSJE	300812	NN1	14,457	14,398	14,962	6,799	4,000	3,680	3,325	3,358	3,578	7,026	13,191	14,674
BLANCO	300714	DCITZSJW	300813	NN1	11,599	11,674	14,500	4,600	2,981	3,100	3,100	3,100	3,100	4,545	12,689	11,661
BLANCO	300714	DCITZSWF	330793	NN1	10,670	13,280	9,774	8,548	5,925	6,752	6,866	6,854	6,711	7,796	8,907	10,595
KEYSTONE	302132	DCITZHLJ	300803	SN2						831	1,489	1,624	1,147	1,952	2,042	
KEYSTONE	302132	DCITZPHX	300809	SS1	12,280	11,700	10,464	3,578	789	2,100	2,200	2,200	2,000	3,400	6,300	9,562
KEYSTONE	302132	DCITZPRC	300810	SS1			9,155	4,847	1,326	1,963	1,628	1,451	2,082	2,447	7,931	2,110
KEYSTONE	302132	DCITZSED	300811	SS1	6,783	6,624	9,655	5,286	3,175	2,881	3,324	3,455	2,982	3,648	4,121	9,655
WAHA	302404	DCITZNOG	300808	SS1	4,791	3,521	6,321		803	803	803	803	803	803	6,321	6,321
WAHA	302404	DCITZPRC	300810	SS1	19,218	17,896	9,006	5,358	3,783	1,489	1,489	1,490	1,488	775	3,328	16,954
TRANSPORTATION CONTRACT DEMAND					**114,849**	**117,419**	**115,163**	**54,755**	**30,506**	**29,077**	**29,092**	**29,064**	**29,035**	**37,545**	**73,553**	**114,527**

Ex. A-1

EXHIBIT A
(CONT.)

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DCITZHLJ	300803	320183	UNSGAS/EPNG JOSEPH CITY NAVAJO	353	352	262	192	144	155	159	157	154	179	224	334	50	
DCITZHLJ	300803	330084	UNSGAS/EPNG WINSLOW NAVAJO	4,690	4,659	3,481	2,534	1,644	1,768	1,796	1,795	1,758	2,362	2,970	4,401	60	
DCITZHLJ	300803	330941	UNSGAS/EPNG HOLBROOK NAVAJO	3,479	3,455	2,583	1,879	948	1,019	1,036	1,035	1,013	1,751	2,202	3,261	55	
DCITZNOG	300808	320050	UNSGAS/EPNG TUCSON RD SALES SANTA C	69	69	69	6	6	6	6	6	6	6	69	69	99	
DCITZNOG	300808	320193	UNSGAS/EPNG PATAGONIA SANTA CRUZ	54	54	54	6	5	5	5	5	5	5	54	54	40	
DCITZNOG	300808	320521	UNSGAS/EPNG TUBAC SANTA CRUZ	530	530	530	66	60	60	60	60	60	56	550	530		
DCITZNOG	300808	320522	UNSGAS/EPNG AMADO SANTA CRUZ	18	18	18	4	3	3	3	3	3	3	40	18	50	
DCITZNOG	300808	320525	UNSGAS/EPNG RIO RICO SANTA CRUZ	440	440	440	75	75	75	75	75	75	65	467	440	100	
DCITZNOG	300808	330040	UNSGAS/EPNG NOGALES SANTA CRUZ	1,001	1,001	1,001	93	94	94	94	93	94	94	1,001	1,001	99	
DCITZNOG	300808	330201	UNSGAS/EPNG MAIN LINE TAPS SANTA CR														
DCITZNOG	300808	330202	UNSGAS/EPNG MAINLINE TAPS LINE 214														
DCITZNOG	300808	331559	UNSGAS/EPNG NOGALES #2 SANTA CRUZ	3,409	3,409	3,409	553	560	560	560	561	560	574	3,340	3,409	99	
DCITZNOG	300808	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ (SUMMER)													300	
DCITZNOG	300808	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ (WINTER)	800	800	800								800	800	100	

Ex. A-2

EXHIBIT A
(CONT.)

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DCITZPHX	300809	320273	UNSGAS/EPNG MAYER YAVAPAI	282	282	282	124	44	44	34	34	33	54	119	282	150	
DCITZPHX	300809	320274	UNSGAS/EPNG HUMBOLDT YAVAPAI	240	240	240	106	37	37	31	31	29	45	101	240	60	
DCITZPHX	300809	320394	UNSGAS/EPNG BLACK CANYON YAVAPAI														
DCITZPHX	300809	320571	UNSGAS/EPNG SPRING VALLEY YAVAPAI	207	207	207	92	34	34	26	26	26	40	89	207	60	
DCITZPHX	300809	328304	UNSGAS/EPNG PRESCOTT VALLEY # 1 MAR	6,408	6,408	6,408	2,402	756	756	1,156	1,156	979	1,745	2,620	6,408	150	
DCITZPHX	300809	330222	UNSGAS/EPNG MAIN LINE TAPS YAVAPAI														
DCITZPHX	300809	331981	UNSGAS/EPNG FAIN LAND & CATTLE CO Y	3,129	3,129	3,129	1,374	474	474	374	374	366	597	1,325	3,129	150	
DCITZPHX	300809	334756	UNSGAS/EPNG PRESCOTT VALLEY #2 YAVA	4,834	4,834	4,834	2,402	755	755	579	579	567	919	2,046	4,834	150	
DCITZPRC	300810	326015	UNSGAS/EPNG SULLIVAN TAP YAVAPAI														
DCITZPRC	300810	328301	UNSGAS/EPNG HEADWATERS RANCH TAP YA														
DCITZPRC	300810	330221	UNSGAS/EPNG MAIN LINE TAPS PRESCOTT														
DCITZPRC	300810	334798	UNSGAS/EPNG NORTH PRESCOTT YAVAPAI	9,887	9,889	9,883	4,836	2,919	2,058	2,039	2,024	2,203	1,098	4,231	9,887	400	894
DCITZPRC	300810	334799	UNSGAS/EPNG SOUTH PRESCOTT YAVAPAI	21,422	21,422	21,425	8,908	3,351	2,441	2,567	2,541	2,514	4,076	9,070	21,422	400	

EXHIBIT A
(CONT.)

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DCITZPRC	300810	334839	UNSGAS/EPNG DRAKE CEMENT DELIVERY Y														
DCITZSED	300811	334784	UNSGAS/EPNG SEDONA CITY GATE YAVAPA													400	
DCITZSJE	300812	320179	UNSGAS/EPNG WHERRY HOUSING COCONINO	580	580	580	289	193	179	160	162	174	299	561	580		
DCITZSJE	300812	320593	UNSGAS/EPNG KOCH FIELD COCONINO													60	
DCITZSJE	300812	328332	UNSGAS/EPNG DENISE DEAN TAP / PAT H														
DCITZSJE	300812	330081	UNSGAS/EPNG FLAGSTAFF NO 1 COCONINO	9,556	9,556	9,556	4,606	2,361	2,172	1,963	1,983	2,112	4,759	8,935	9,940	150	
DCITZSJE	300812	330220	UNSGAS/EPNG MAIN LINE TAPS FLAGSTAF														
DCITZSJE	300812	330428	UNSGAS/EPNG FLAGSTAFF NO 2 COCONINO													60	
DCITZSJE	300812	331029	UNSGAS/EPNG WILLIAMS COCONINO	2,026	1,999	2,210	896	581	534	482	487	519	926	1,738	1,949	60	
DCITZSJE	300812	334367	UNSGAS/EPNG FLAGSTAFF #3 MS COCONIN	2,295	2,263	2,616	1,008	865	795	720	726	773	1,042	1,957	2,205	150	
DCITZSJW	300813	320178	UNSGAS/EPNG ASHFORK YAVAPAI	284	286	340	113	31	32	32	32	32	111	313	286	45	
DCITZSJW	300813	320184	UNSGAS/EPNG SELIGMAN YAVAPAI	317	319	396	126	62	64	64	64	64	124	346	318	75	
DCITZSJW	300813	330082	UNSGAS/EPNG KINGMAN MOHAVE														

Ex. A-4

EXHIBIT A
(CONT.)

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DCITZSJW	300813	330223	UNSGAS/EPNG MAIN LINE TAPS KINGMAN														
DCITZSJW	300813	331108	UNSGAS/EPNG MINERAL PARK MOHAVE	6,705	6,748	8,398	2,659	1,570	1,633	1,633	1,633	1,633	2,627	7,334	6,741	600	845
DCITZSJW	300813	331373	UNSGAS/EPNG LAKE HAVASU CITY GATE M	4,293	4,321	5,366	1,702	1,318	1,371	1,371	1,371	1,371	1,683	4,696	4,316	500	
DCITZSWF	330793	330793	SW FOREST NA													540	894
CONTRACT METER QUANTITY (CMQ(s))				**87,308**	**87,270**	**88,517**	**37,051**	**18,890**	**17,124**	**17,025**	**17,013**	**17,123**	**25,240**	**57,198**	**87,061**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 619450-FH3EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
UNS GAS, INC.
(Shipper)

Dated: July 12, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	September 1, 2023 – August 31, 2038	1a/				
As listed in Exhibit A	As listed in Exhibit A	September 1, 2038 – August 31, 2048					

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All Receipt Points as they may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	September 1, 2023 – August 31, 2038	1a/				

Agreement No. 619450-FH3EPNG

EXHIBIT B
(Cont.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.3188 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Reserved

Agreement No. 621388-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: February 26, 2025

Agreement No. 621388-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: February 26, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **CITY OF MESA, ARIZONA**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities (the "Project Facilities") in order to provide transportation service to the new delivery location on Transporter's Line No. 2026 in Pinal County, AZ identified for Shipper under this Agreement. Parties agree that on the In-Service Date of the Project Facilities (as described below in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Project Facilities.

   (iii) Transporter's construction of the Project Facilities and its placement of those facilities in-service. For purposes of this Agreement, the terms "In-Service Date" or "ISD" of the Project Facilities shall have the same meaning which shall be the first Day of the Month following the Month when Transporter places the Project Facilities in-service.

Agreement No. 621388-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period** Commencement Date through the Expiration Date, as defined in Paragraph 11 of this Agreement
7,369	May
7,183	June
7,287	July
7,503	August
7,460	September
7,261	October
4,704	November
4,731	December
4,193	January
4,187	February
5,004	March
6,716	April

11. ***Term of Firm Transportation Service:*** Beginning: The later of the In-Service Date or May 1, 2025 ("Commencement Date")

Ending: Thirty (30) Years following the Commencement Date ("Expiration Date")

12. ***Notices, Statements, and Bills:***

To Shipper:
CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466
Attn: Director, Energy Resources Department

To Transporter: See "Points of Contact" in the Tariff.

Agreement No. 621388-FT1EPNG

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**CITY OF MESA, ARIZONA**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2025.	_____ day of _____, 2025.

Agreement No. 621388-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 26, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**Marc h**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
PSUPLATL	57253	DCLAUSEN	57252	NA	4,193	4,187	5,004	6,716	7,369	7,183	7,287	7,503	7,460	7,261	4,704	4,731	245	
TRANSPORTATION CONTRACT DEMAND					**4,193**	**4,187**	**5,004**	**6,716**	**7,369**	**7,183**	**7,287**	**7,503**	**7,460**	**7,261**	**4,704**	**4,731**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 621388-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
CITY OF MESA, ARIZONA
(Shipper)

Dated: February 26, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.



November 22, 2013

Mr. John Soethe
Director -- Fuels
Salt River Project
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025

Dear Mr. Soethe:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for Salt River Project Agricultural Improvement and Power District ("SRP") (EPNG and SRP are together referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT24R000, FT2W9000, H2225000, H222U000 and H8224000. EPNG also provides service to SRP under an operator point aggregation service agreement, Contract No. OA22G000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT24R000, FT2W9000, H2225000, H222U000 and H8224000 (the capacity of which will be consolidated into Contract No. H222T000), and Contract No. OA22G000 (to be replaced by Contract No. OA233000). Additionally, the Parties have or will execute an "Agreement for Transfer of the 39,000 Purchase Option" (hereinafter referred to as the "Transfer Agreement"). Contract No. H222T000, Contract No. OA233000 and the Transfer Agreement shall be collectively referred to herein as the "Contract Package."

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and SRP ("Letter Agreement") and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval.

3. If FERC accepts and/or approves this Letter Agreement and the agreements comprising the Contract Package in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of: 1) the first day of the month following such acceptance and/or approval, or 2) January 1, 2014. The date this Letter Agreement becomes effective shall be referred to herein as the "Effective Date." In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and the agreements comprising the Contract Package under their terms will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not

acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and SRP shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the agreements comprising the Contract Package.

4. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay SRP refunds by wire transfer (or by other mutually agreeable means) as follows:

   a. $2,154,029 for refunds in Docket No. RP08-426-000 calculated on a payment date of February 13, 2014. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 shall be due by EPNG to SRP regardless of any past or future FERC or court decisions in that or any other proceeding; and

   b. $18,541,082 for refunds in Docket No. RP10-1398-000 calculated on a payment date of February 13, 2014. If the wire transfer occurs after that date, EPNG will calculate the additional interest and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which SRP may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. Pursuant to Paragraph 6 of this Letter Agreement, no refunds shall be paid, due or owing for any period commencing on or after the Effective Date based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"); provided, however, that for any period occurring prior to the Effective Date, all amounts paid under this Letter Agreement pursuant to Paragraph 4.b. shall serve as an offset against any refund amounts determined to be owed (if any) by EPNG to SRP in Docket No. RP10-1398-000 pursuant to this Paragraph 5. No refunds shall be paid, due or owing in association with Contract No. FT24R000. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the "Final Order"), such rates shall be referred to herein as the "Final Reservation Rate" and the "Final Usage Rate." Additionally, for the period prior to the Effective Date, the term "Final Reservation Rate" shall be the lower of a reservation rate determined in accordance with Article 11.2(b) of the 1996 Settlement by the Final Order, if any, or the maximum reservation rate determined by the Final Order. On and after the Effective Date, the term "Final Reservation Rate" shall be the maximum reservation rate determined by the Final Order. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows (subject to the offset discussed above):

   a. Contract No. FT2W9000
      i. If the Final Reservation Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the monthly reservation rate of $12.0146 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FT-1 service to the Arizona rate zone and a monthly

reservation rate of $12.0146 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FT-1 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. FT2W9000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

b. Contract No. H8224000

i. If the Final Reservation Rate under the Eight Hour Peaking Service provided by Rate Schedule FT-H (referred to herein as "Rate Schedule FTH-8") in the Arizona rate zone is lower than the monthly reservation rate of $20.9875 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-8 service to the Arizona rate zone and a monthly reservation rate of $20.9875 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FTH-8 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-8 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. H8224000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

c. Contract No. H2225000

i. If the Final Reservation Rate under the Twelve Hour Peaking Service provided by Rate Schedule FT-H (referred to herein as "Rate Schedule FTH-12") in the Arizona rate zone is lower than the monthly reservation rate of $13.9917 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $13.9917 per Dth from April 1, 2011 through the termination date of that agreement;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final

Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from April 1, 2011 through the termination date of that agreement; and

iii. Refunds, if any, associated with service under Contract No. H2225000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the Final Reservation Rate and the Final Usage Rate.

d. Contract No. H222T000

i. If the Final Reservation Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the monthly reservation rate of $13.9917 per Dth, EPNG shall pay SRP additional refunds associated with that agreement based on the difference between the monthly Final Reservation Rate for Rate Schedule FTH-12 service to the Arizona rate zone and a monthly reservation rate of $13.9917 per Dth from the effective date of that agreement until the date the Final Reservation Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone;

ii. If the Final Usage Rate under Rate Schedule FTH-12 in the Arizona rate zone is lower than the actual usage rate paid under that agreement from the effective date of that agreement to the effective date of the Final Usage Rate for FTH-12 service to the Arizona rate zone, EPNG shall pay SRP additional refunds associated with that agreement for deliveries to the Arizona rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the Arizona rate zone and the actual usage rate paid under that agreement from the effective date of that agreement until the date of the Final Usage Rate for Rate Schedule FTH-12 becomes the maximum effective rate for service to the Arizona rate zone; and.

iii. Refunds, if any, associated with service under Contract No. H222T000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rate actually paid and the Final Reservation Rate and the Final Usage Rate.

e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 that is not the Final Order, EPNG shall treat such order(s) as the Final Order for purposes of calculating and paying refunds to SRP due under this Paragraph 5 and shall pay those refunds when they are required to be paid by such order; provided, however, that EPNG's obligation for additional refunds under this Paragraph 5 shall be subject to the final calculation based on the Final Order and EPNG shall retain the right to surcharge SRP to recover any amounts previously refunded that are greater than the amounts ultimately owed under the Final Order.

6. SRP agrees that beginning on the Effective Date, Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall no longer apply to SRP. As of the Effective Date, Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other agreement held at any time by SRP, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

8. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects SRP's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Damon McEnaney

Salt River Project Agricultural Improvement and Power District

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of _____, 2013.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Chris M. Meyer

Title VP – Business Management

Date_____

Accepted and agreed to this
_____ day of _____, 2013.

Agreement No. H222T000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

(Shipper)

Dated: January 6, 2025

Agreement No. H222T000-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: January 6, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service***: Twelve Hour Peaking "FTH-12"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

Agreement No. H222T000-FH12EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
	The In-Service Date through October 31, 2049
230,000	April – October (Summer)
150,000	November – March (Winter)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. ***Term of Firm Transportation Service:*** Beginning: January 1, 2014
Ending: October 31, 2049

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

12. ***Notices, Statements, and Bills:***

To Shipper:
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director Fuels (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

To Transporter: See "Points of Contact" in the Tariff.

Agreement No. H222T000-FH12EPNG

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2023: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222T000-FH12EPNG, last amended on April 20, 2022.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions; provided however, that any question concerning Shipper's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), do not apply now or in the future to this Agreement or to any other agreement that is or may be held at any time by Shipper, its assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2025.	_____ day of _____, 2025.

Agreement No. H222T000-FH12EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)
Dated: January 6, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: The ISD through October 31, 2049

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Novr	Dec
BLANCO	300714	DSRP PHX	301043	NS3	21,000	21,000	21,000	25,000	25,000	35,000	35,000	35,000	25,000	25,000	21,000	21,000
BLANCO	300714	DSRP PHX	301043	CC1	10,000	10,000	10,000	25,000	25,000	35,000	35,000	35,000	25,000	24,000	10,000	10,000
BONDADST	300724	DSRP PHX	301043	NS3	13,896	6,441	4,725	5,468	4,370	383	4,034	4,043	11,581	9,596		5,493
BONDADST	300724	DSRP PHX	301043	NS2	15,104	26,559	30,275	41,532	43,630	38,617	34,966	34,957	35,419	38,904	36,131	24,007
KEYSTONE	302132	DSRP PHX	301043	SS1	58,665	54,665	52,665	94,665	94,665	83,665	83,665	83,665	94,665	94,165	51,534	58,165
ITRICRWN	334863	DSRP PHX	301043	SS1	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335	17,335
WAHA	302404	DSRP PHX	301043	SS1	14,000	14,000	14,000	21,000	20,000	20,000	20,000	20,000	21,000	21,000	14,000	14,000
TRANSPORTATION CONTRACT DEMAND					**150,000**	**150,000**	**150,000**	**230,000**	**230,000**	**230,000**	**230,000**	**230,000**	**230,000**	**230,000**	**150,000**	**150,000**

Agreement No. H222T000-FH12EPNG

EXHIBIT A
(CONT.)

Effective Dates: The ISD through October 31, 2049

Contract Meter Quantity (CMQ(s)) 2/																	
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT														
DSRP PHX	301043	320557	AGUA FRIA 2														
DSRP PHX	301043	330250	AGUA FRIA 3														
DSRP PHX	301043	55408	AGUA FRIA 4													250	
DSRP PHX	301043	331798 (a)	AGUA FRIA 1	80,000	80,000	80,000	92,619	92,619	92,619	92,619	92,619	92,619	92,619	80,000	80,000	250	
DSRP PHX	301043	331983	SANTAN PP DELIVERY				11,139	11,139	11,139	11,139	11,139	11,139	11,139			525	
DSRP PHX	301043	334810	KYRENE POWER PLANT														
DSRP PHX	301043	334811 (b)	KYRENE POWER PLANT TURBINE	50,000	50,000	50,000	96,242	96,242	96,242	96,242	96,242	96,242	96,242	50,000	50,000	525	
DSRP PHX	301043	334851	SNOWBIRD DELIVERY	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	56933	SNOWBIRD DELIVERY 2	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,000	10,000	525	
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY													500	
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL														
CONTRACT METER QUANTITY (CMQ(s))				**150,000**	**150,000**	**150,000**	**230,000**	**230,000**	**230,000**	**230,000**	**230,000**	**230,000**	**230,000**	**150,000**	**150,000**		

(a) Sum total for Agua Fria meters.
(b) Sum total for Kyrene meters.

Agreement No. H222T000-FH12EPNG

EXHIBIT A
(CONT.)

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. H222T000-FH12EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: January 6, 2025

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	The ISD - March 31, 2027	(1a)				
As listed in Exhibit A	As listed in Exhibit A	April 1, 2027 - October 31, 2049	(1b)				

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	The ISD - March 31, 2027	(1a)				
302344 STML ANA 302346 STML PER 302347 STML SJN	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	April 1, 2027 - October 31, 2049	(1b)				

Agreement No. H222T000-FH12EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.6760 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.8396 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. OA237000-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: January 6, 2025

Agreement No. OA237000-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: January 6, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***DP Operator:*** **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Delivery point aggregation service shall be provided in accordance with the Tariff.

   Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

   D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

   Transporter and DP Operator agree to the use of:

   1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and

   2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

      In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

   Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. ***Term of Operator Point Aggregation Service:*** Beginning: April 1, 2016
   Ending: March 31, 2017
   (This primary term shall not be for a period longer than one year.)

   This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

Agreement No. OA237000-OPASEPNG

7. ***Notices and Statements:***

To DP Operator:
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB250
Phoenix, AZ 85072-2025
Attn: Manager Supply & Trading (Notices)
Manager Power Accounting Services (Invoices)

To Transporter: See "Points of Contact" in the Tariff.

8. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on the In-Service Date of the Snowbird No. 2 Delivery Point: The Operator Point Aggregation Service Agreement between Transporter and Salt River Project Agricultural Improvement and Power District, referred to as Transporter's Agreement No. OA237000-OPASEPNG, last amended on February 7, 2024.

9. ***Governing Law:*** Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions; provided however, that any question concerning DP Operator's status as a political subdivision of the State of Arizona, and any privileges and immunities related to such status shall be determined in accordance with the laws of the State of Arizona except that no such privileges or immunities shall create exceptions to Tariff terms and conditions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT	**EL PASO NATURAL GAS COMPANY, L.L.C.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2025.	_____ day of _____, 2025.

Agreement No. OA237000-OPASEPNG

EXHIBIT A
To The
Operator Point Aggregation Service Agreement
Rate Schedule OPAS
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(DP Operator)
Dated: January 6, 2025

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Maximum Delivery Obligation ("MDO")

D-Code	Meter PIN	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DSRP PHX	56226	0	0	0	0	0	0	0	0	0	0	0	0
DSRP PHX	314978	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232	104,232
DSRP PHX	314988	150,000	150,000	150,000	178,000	178,000	178,000	178,000	178,000	178,000	178,000	150,000	150,000
DSRP PHX	320557 330250 55408 331798*	100,000	100,000	100,000	151,700	163,400	160,500	160,200	158,500	161,400	161,200	108,100	100,000
DSRP PHX	331983	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770	245,770
DSRP PHX	334810 334811*	117,480	117,480	117,480	132,480	132,480	132,480	132,480	132,480	132,480	132,480	117,480	117,480
DSRP PHX	334851	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
DSRP PHX	56933	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000	157,000
DSRP PHX	800924	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000

EXHIBIT A
(CONT.)

Maximum Hourly Obligation ("MHO")

D-Code	Meter PIN	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DSRP PHX	56226	0	0	0	0	0	0	0	0	0	0	0	0
DSRP PHX	314978	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760	5,760
DSRP PHX	314988	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417
DSRP PHX	320557 330250 55408 331798*	6,250	6,250	6,250	9,482	10,212	10,032	10,013	9,907	10,088	10,075	6,757	6,250
DSRP PHX	331983	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760	12,760
DSRP PHX	334810 334811*	7,342	7,342	7,342	7,785	7,785	7,785	7,785	7,785	7,785	7,785	7,342	7,342
DSRP PHX	334851	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670	6,670
DSRP PHX	56933	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542	6,542
DSRP PHX	800924	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464	5,464

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters.



June 23, 2014

Ms. Shantel Norman
Texas Gas Service Company,
a division of ONE Gas, Inc.
1301 South Mopac Expressway, Suite 400
Austin, TX 78746

Re: Letter Agreement

Dear Shantel

El Paso Natural Gas Company, L.L.C. ("EPNG") currently transports natural gas for Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS") (EPNG and TGS are individually referred to herein as Party and jointly referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT3AG000, FT3AK000, FT254000, H3223000, H8229000 and also provides service to TGS under an operator point aggregation service agreement, Contract No. OA22W000. This letter agreement ("Letter Agreement"), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing disputes and to restructure TGS' and EPNG's transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed or will execute agreements that, when effective, will supersede and cancel Contract No. FT3AG000 (the capacity of which will be included in Contract Nos. FT3CP000 and H322B000), Contract Nos. FT3AK000, FT254000, H3223000 and H8229000 (the capacity of which will be consolidated into Contract No. H322B000) and Contract No. OA22W000 (to be replaced by Contract No. OA232000). Additionally, as discussed in Paragraph 2 below, the Parties have executed or will execute a transportation service agreement that requires under specified conditions the construction of facilities ("New Facilities") and transportation service associated with those New Facilities. That firm transportation service agreement will be referred to herein as Contract No. H322A000. Contract Nos. FT3CP000, H322B000, H322A000 (described below) and OA232000 shall be collectively referred to herein as the "Contract Package".

2. On May 30, 2014, TGS submitted a successful bid for capacity pursuant to an Open Season conducted by EPNG for (a) the proposed expansion of EPNG's lateral Line No. 20121 by up to 33,000 Dth/day of FTH-3 equivalent capacity to a new TransMountain delivery point and the existing Three Hills delivery point ("Line No. 20121 Expansion Project") and (b) Seasonal Summer Mainline Capacity. In the respective agreements, the Parties have agreed that a portion of the transportation service on the Line No. 20121 Expansion Project ("Line No. 20121 Expansion Capacity") will be included in Contract No. H322A000, and that TGS' new Contract No. H322B000 will include the remaining portion of the Line No. 20121 Expansion Capacity and the transportation service for the Seasonal Summer Mainline Capacity. At the end of the term of

Contract No. H322A000, TGS will have no further obligations to EPNG for the costs included in any incremental reservation rate, if any exists, for the Line No. 20121 Expansion Project, but will be obligated to pay any other applicable rates or surcharges that include the costs of the Line No. 20121 Expansion Project approved for inclusion in EPNG's rates by the Federal Energy Regulatory Commission ("FERC"). Furthermore, the Parties expressly waive any contingencies of final management approval contained in the Open Season (Notice ID 13714) or any bid submitted and accepted upon the execution by both Parties of the contract for the capacity related to the Open Season (i.e., Contract Nos. H322A000 and H322B000).

3. Within ten (10) calendar days following the execution of this Letter Agreement between EPNG and TGS and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package with the FERC for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.

4. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) August 1, 2014; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition (other than an acceptable condition ("Acceptable Condition") as defined in this Paragraph 4); or (c) the Modification Date as defined in this Paragraph 4. "Acceptable Condition" in this Letter Agreement shall mean FERC conditioning its acceptance and/or approval of Contract No. H322A000 individually or of the Letter Agreement and the Contract Package collectively on EPNG providing notice to FERC of the in-service date of the New Facilities of the Line No. 20121 Expansion Project and/or the date Contract No. H322A000 goes in to effect. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition other than an Acceptable Condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition other than an Acceptable Condition. Until such approval and/or acceptance, EPNG and TGS shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

5. Refunds shall be paid under this Letter Agreement are as follows:

   a. Pursuant to Paragraph 10, no refunds shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement").

   b. No refunds or interest (or any other relief) shall be due or paid by EPNG to TGS of any kind associated with Docket No. RP08-426-000 (a reference in this Letter Agreement to a root

docket, e.g., RP08-426-000, includes any sub-dockets) regardless of any past or future FERC or court decision in those proceedings or any other proceedings.

c. For the period April 1, 2011 through the termination date of Contract Nos. FT3AG000, FT3AK000, FT254000, H3223000, and H8229000, no refunds or interest (or any other relief) shall be due or paid by EPNG to TGS of any kind associated with Docket No. RP10-1398-000 regardless of any past or future FERC or court decision in those proceedings or any other proceedings. When FERC issues an order no longer subject to rehearing and appeal establishing the final rates in Docket No. RP10-1398-000 (the "Final Order"), the final rates that will be in effect on September 15, 2011 until the date any rates in Docket No. RP10-1398-000 are superseded shall be referred to herein as the "Final Refund Rates." To the extent any prospective-period rates are established by the Final Order in Docket No. RP10-1398-000, such rates shall be referred to herein as "Final Prospective Rates." Refunds associated with Docket No. RP10-1398-000 for rates paid after the effective date of Contract Nos. FT3CP000 and H322B000, if any, shall be as follows:

i. In the event any of the Final Refund Rates established in Docket No. RP10-1398-000 are lower than the corresponding reservation or usage rates in Contract Nos. FT3CP000 or H322B000, EPNG shall pay TGS refunds associated with the difference between those Final Refund Rates and the rates set forth in Contract Nos. FT3CP000 or H322B000 from the effective date of those agreements until the date any Final Prospective Rates go into effect. If there are no Final Prospective Rates (*i.e.*, should EPNG file an intervening rate case) and the applicable Final Refund Rates are lower than the rates set forth in Contract Nos. FT3CP000 or H322B000, EPNG shall pay TGS refunds associated with any difference between the lower applicable Final Refund Rates and the rates set forth in Contract Nos. FT3CP000 or H322B000 from the effective date of those agreements until the date any superseding rates go into effect.

ii. For any "out-of-zone" deliveries, refunds for the associated usage and reservation charges, if any, shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Refund Rates or Final Prospective Rates.

d. Notwithstanding anything in sub-Paragraphs 5.b. and c. above, Paragraphs 7, 8 and 10 below, Paragraph 18 in Contract No. H322A000, Paragraph 15 in Contract No. H322B000, or Paragraph 15 in Contract No. FT3CP000, if EPNG provides notice under Paragraph 12 of Contract No. H322A000 to terminate that agreement, EPNG will provide refunds to TGS for Docket No. RP08-426-000 and for the period April 1, 2011 until the Effective Date for Docket No. RP10-1398-000 to the extent determined by, and in accordance with, FERC orders subject to any court review. Only for the purposes of clarity, other than the payment of refunds under this sub-Paragraph 5.d., the notice by EPNG under Paragraph 12 of Contract No. H322A000 to terminate that Agreement shall not otherwise diminish the effect of Paragraphs 7, 8, and 10 below, or Paragraph 18 in Contract No. H322A000, Paragraph 15 in Contract No. H322B000, or Paragraph 15 in Contract No. FT3CP000.

6. For any FERC order requiring refunds in Docket No. RP10-1398-000 on or after the Effective Date, which order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and pay those refunds when they are

paid in Docket No. RP10-1398-000; provided, however, that EPNG's obligation for refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge TGS to recover any amounts previously refunded that are greater than the amounts ultimately owed under a Final Order.

7. TGS expressly hereby waives and relinquishes any rights to seek rehearing of the orders issued by FERC in Docket No. RP13-787-000, including without limitation the order issued on July 2, 2013, or to petition any court for review of any order in that proceeding. TGS shall withdraw any pending request for rehearing or petition for court review of those orders within ten (10) Business Days of the Effective Date. TGS further agrees it will not in any manner assist or support any effort by anyone to file or pursue such a rehearing request or petition for review.

8. TGS also expressly hereby waives and relinquishes any rights to participate in Docket Nos. RP08-426-000 and RP10-1398-000 and any related proceedings ("Related Proceedings"). TGS shall withdraw any pending pleadings including without limit any requests for rehearing in those or related proceedings within ten (10) business days of the Effective Date. TGS further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or Related Proceedings. Notwithstanding this Paragraph 8, TGS shall have the right to participate in Docket No. RP10-1398-000 (and any sub-dockets except for Docket No. RP10-1398-003) if, and only to the limited extent that, an issue that has not been raised previously by the Commission or the participants in that proceeding would potentially shift material costs to TGS from other shippers in rates that may be applicable to TGS at the expiration of its Contract Nos. FT3CP000, H322A000 and H322B000. Issues previously raised by the Commission or participants include without limitation any issues made subject to the outcome of another proceeding, e.g., Docket No. RP08-426-000. Related Proceedings shall mean: 1) those proceedings related to the direct implementation of a decision in Docket Nos. RP08-426-000 or RP10-1398-000; and 2) any court proceeding involving the appeal of a decision in Docket Nos. RP08-426-000 or RP10-1398-000 or an appeal of a proceeding included in the immediately preceding item 1 of this definition of Related Proceedings. For example, a proceeding in a docket other than Docket No. RP10-1398-000 or Docket No. RP08-426-000 that requires EPNG to file rates to comply with a decision in Docket No. RP10-1398-000 would be a Related Proceeding but a proceeding in a docket other than Docket No. RP08-426-000 or Docket No. RP10-1398-000 initiated by EPNG or others to change terms conditions of its Tariff to which the Commission denied a change to in either Docket No. RP08-426-000 or RP10-1398-000 would not be a Related Proceeding.

9. EPNG believes that transportation between the primary receipt and primary delivery points on Contract No. H322A000 will not consume fuel based on EPNG's current system facilities. To the extent that remains the case, EPNG will use good-faith and commercially reasonable efforts to file thirty (30) days prior to the in-service date of the New Facilities a tariff record(s) proposing to modify Section 13.4 of the General Terms and Conditions of the Third Revised Volume No. 1A of the FERC Gas Tariff to establish the segment between the primary receipt point and primary delivery point of Contract No. H322A000 as a no-fuel segment. EPNG will use good-faith and commercially reasonable efforts to support and defend its proposal to establish the segment between the primary receipt point and primary delivery points of Contract No. H322A000 as a no-fuel segment.

10. Upon the Effective Date of this Letter Agreement, TGS agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to TGS. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or may be held at any time by TGS, its predecessors-in-interest, assignees or successor-in-interests.

11. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

12. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

13. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 12, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

14. The Parties agree that after the Effective Date, changes to terms of this Letter Agreement proposed by either Party shall be subject to the more rigorous application of the statutory "just and reasonable" standard of review that is often characterized as the *Mobile-Sierra* "public interest" standard.

If this Letter Agreement reflects TGS's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Cathy A. Bulf

Texas Gas Service Company, a division of ONE Gas, Inc.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
Signature: _____	Signature: _____
Name: _____	Name: Chris M. Meyer
Title: _____	Title: Vice President, Business Management
Date: _____	Date: _____

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Agreement No. 621131-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

CITY OF MESA, ARIZONA
(Shipper)

Dated: February 27, 2025

Agreement No. 621131-OPASEPNG

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: February 27, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***DP Operator:*** **CITY OF MESA, ARIZONA**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. Delivery point aggregation service shall be provided in accordance with the Tariff.

   Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

   D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

   Transporter and DP Operator agree to the use of:

   1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and

   2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

      In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

   Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. ***Term of Operator Point Aggregation Service:*** Beginning: January 1, 2025
   Ending: December 31, 2025
   (This primary term shall not be for a period longer than one year.)

   This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice.

Agreement No. 621131-OPASEPNG

7. ***Notices and Statements:***

To DP Operator:
CITY OF MESA, ARIZONA
P. O. Box 1466
640 North Mesa Drive
Mesa, AZ 85211-1466
Attn: Director, Energy Resources Department

To Transporter: See "Points of Contact" in the Tariff.

8. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2025: The Operator Point Aggregation Service Agreement between Transporter and City of Mesa, Arizona, referred to as Transporter's Agreement No. 621131-OPASEPNG, originally dated November 8, 2024.

9. ***Governing Law:*** Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**CITY OF MESA, ARIZONA**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2025.	_____ day of _____, 2025.

Agreement No. 621131-OPASEPNG

EXHIBIT A
To The
Operator Point Aggregation Service Agreement
Rate Schedule OPAS
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
CITY OF MESA, ARIZONA
(DP Operator)

Dated: February 27, 2025

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Effective Dates: May 1, 2025 through the last Day of the Month in which the facilities currently being constructed at a new Delivery Point referred to as DCLAUSEN are placed in to service (with such date of placement referred to as the "In-Service Date")

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620
DMESAPHX	330059	4,010	3,210	1,980	1,930	1,960	1,070	1,070	1,070	1,090	1,460	2,370	3,030
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

Maximum Hourly Obligation ("MHO")													
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610
DMESAPHX	330059	168	134	83	81	82	45	45	45	46	61	99	127
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417

Agreement No. 621131-OPASEPNG

EXHIBIT A
(CONT.)

Effective Dates: The first Day of the Month following the Month of the In-Service Date through the termination date determined by ¶6 of this Agreement

Maximum Delivery Obligation ("MDO")													
D-Code	Meter PIN	Jan dth/d	Feb dth/d	Mar dth/d	Apr dth/d	May dth/d	June dth/d	July dth/d	Aug dth/d	Sep dth/d	Oct dth/d	Nov dth/d	Dec dth/d
DMESAPHX	55316	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620	14,620
DMESAPHX	330062	24,310	20,040	14,630	11,510	12,020	7,310	7,310	7,310	7,490	9,530	14,270	18,870
DMESAPHX	330805	15,100	12,600	9,400	7,370	7,700	4,270	4,360	4,100	4,330	6,030	9,100	10,830
DMESAPHX	334820	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620
DMESAPHX	334861	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

Maximum Hourly Obligation ("MHO")													
D-Code	Meter PIN	Jan dth/h	Feb dth/h	Mar dth/h	Apr dth/h	May dth/h	June dth/h	July dth/h	Aug dth/h	Sep dth/h	Oct dth/h	Nov dth/h	Dec dth/h
DMESAPHX	55316	610	610	610	610	610	610	610	610	610	610	610	610
DMESAPHX	330062	1,013	835	610	480	501	305	305	305	313	398	595	787
DMESAPHX	330805	630	525	392	308	321	178	182	171	181	252	380	452
DMESAPHX	334820	193	193	193	193	193	193	193	193	193	193	193	193
DMESAPHX	334861	417	417	417	417	417	417	417	417	417	417	417	417

Conditions: None



July 16, 2014

Mr. Terry Howard
City of Plains, Texas
Post Office Box 550
Plains, TX 79355

Dear Terry:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for City of Plains, Texas ("Plains") (EPNG and Plains are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 97ZE pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZE (to be replaced by Contract No. FX225000) and will provide Plains with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX225000, EPNG shall file this Letter Agreement and Contract No. FX225000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX225000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) October 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX225000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX225000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX225000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX225000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Plains shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX225000.

4. Upon the effective date of this Letter Agreement, Plains agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Plains. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Plains, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Plains hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Plains further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Plain's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CITY OF PLAINS, TEXAS

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of July, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of July, 2014.

Reserved

Reserved

Reserved

Reserved



July 16, 2014

Mrs. Brenda Shaw
City of Morton, Texas
201 East Wilson Street
Morton, TX 79346

Dear Brenda:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for City of Morton, Texas ("Morton") (EPNG and Morton are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 97ZT pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZT (to be replaced by Contract No. FX226000) and will provide Morton with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX226000, EPNG shall file this Letter Agreement and Contract No. FX226000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX226000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) October 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX226000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX226000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX226000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX226000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Morton shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX226000.

4. Upon the effective date of this Letter Agreement, Morton agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Morton. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Morton, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Morton hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Morton further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Morton's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CITY OF MORTON, TEXAS

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of July, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of July, 2014.

Reserved

Reserved

Reserved

Reserved



October 8, 2014

Mrs. Toni Bohlar
City of McLean, Texas
Post Office Box 9
McLean, TX 79057

Dear Toni:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for City of McLean, Texas ("McLean") (EPNG and McLean are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 97ZM pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZM (to be replaced by Contract No. FX223000) and will provide McLean with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX223000, EPNG shall file this Letter Agreement and Contract No. FX223000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX223000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX223000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX223000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX223000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX223000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and McLean shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX223000.

4. Upon the effective date of this Letter Agreement, McLean agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to McLean. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by McLean, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, McLean hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. McLean further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects McLean's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CITY OF MCLEAN, TEXAS

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of October, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of October, 2014.

Reserved

Reserved

Reserved

Reserved



October 8, 2014

Mr. Stan David
City of Denver City, Texas
P.O. Box 1539
Denver City, TX 79323

Dear Stan:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for City of Denver City, Texas ("Denver City") (EPNG and Denver City are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 97ZF pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZF (to be replaced by Contract No. FX227000) and will provide Denver City with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX227000, EPNG shall file this Letter Agreement and Contract No. FX227000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX227000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX227000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX227000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX227000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX227000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Denver City shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX227000.

4. Upon the effective date of this Letter Agreement, Denver City agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Denver City. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Denver City, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Denver City hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Denver City further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Denver City's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CITY OF DENVER CITY, TEXAS

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of October, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of October, 2014.

Reserved

Reserved

Reserved

Reserved



October 8, 2014

Mrs. Belinda Terrell
City of Whiteface, Texas
Post Office Box 256
Whiteface, TX 79379

Dear Belinda:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for City of Whiteface, Texas ("Whiteface") (EPNG and Whiteface are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 97ZD pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZD (to be replaced by Contract No. FX222000) and will provide Whiteface with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX222000, EPNG shall file this Letter Agreement and Contract No. FX222000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX222000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) December 1, 2014. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX222000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX222000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX222000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX222000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Whiteface shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX222000.

4. Upon the effective date of this Letter Agreement, Whiteface agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Whiteface. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Whiteface, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Whiteface hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Whiteface further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Whiteface's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CITY OF WHITEFACE, TEXAS

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of October, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of October, 2014.

Reserved

Reserved

Reserved

Reserved

November 12, 2014

Mr. Vince DiPiazza
City of Dumas, Texas
124 W. 6th Street
Dumas, TX 79029

Dear Vince:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for City of Dumas, Texas ("Dumas") (EPNG and Dumas are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 97ZQ pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 97ZQ (to be replaced by Contract No. FX224000) and will provide Dumas with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX224000, EPNG shall file this Letter Agreement and Contract No. FX224000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX224000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) January 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX224000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX224000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX224000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX224000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Dumas shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX224000.

4. Upon the effective date of this Letter Agreement, Dumas agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Dumas. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Dumas, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Dumas hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Dumas further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Dumas's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CITY OF DUMAS, TEXAS

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of November, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of November, 2014.

Reserved

Reserved

Reserved

Reserved



December 8, 2014

Ms. Terri Racher
Corona, New Mexico Village of
Post Office Box 37
Corona, NM 88318

Dear Ms. Racher:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for the Town of Corona, New Mexico, Village of ("Corona") (EPNG and Corona are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 9829 pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 9829 (to be replaced by Contract No. FX229000) and will provide Corona with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX229000, EPNG shall file this Letter Agreement and Contract No. FX229000 with the FERC for its acceptance and/or approval.

Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX229000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) February 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX229000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX229000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX229000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX229000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Corona shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX229000.

1. Upon the effective date of this Letter Agreement, Corona agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Corona. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Corona, its assignees or successor-in-interests.

2. Upon the effective date of this Letter Agreement, Corona hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Corona further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

3. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

4. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

5. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Corona's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CORONA, NEW MEXICO
VILLAGE OF

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of December, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of December, 2014.

Reserved

Reserved

Reserved

Reserved



December 8, 2014

Ms. Suzan Brazil
Town of Mountainair, New Mexico
105 East Broadway
Post Office Box 115
Mountainair, NM 87036

Dear Suzan:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for the Town of Mountainair, New Mexico ("Mountainair") (EPNG and Mountainair are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 983K pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 983K (to be replaced by Contract No. FX228000) and will provide Mountainair with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX228000, EPNG shall file this Letter Agreement and Contract No. FX228000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX228000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) February 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX228000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX228000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX228000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX228000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and Mountainair shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX228000.

4. Upon the effective date of this Letter Agreement, Mountainair agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Mountainair. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by Mountainair, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, Mountainair hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. Mountainair further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Mountainair's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

TOWN OF MOUNTAINAIR, NEW MEXICO

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of December, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of December, 2014.

Reserved

Reserved

Reserved

Reserved



January 9, 2015

Ms. Patricia de Naranjo
City of Lordsburg, New Mexico
409 W. Wabash Street
Lordsburg, New Mexico 88045

Dear Ms. De Naranjo:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for City of Lordsburg, New Mexico ("City of Lordsburg.") (EPNG and City of Lordsburg are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 982N pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 982N (to be replaced by Contract No. FX22B000) and will provide City of Lordsburg with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX22B000, EPNG shall file this Letter Agreement and Contract No. FX22B000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX22B000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) March 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX22B000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX22B000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX22B000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX22B000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and City of Lordsburg shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX22B000.

4. Upon the effective date of this Letter Agreement, City of Lordsburg agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to City of Lordsburg. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by City of Lordsburg, its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, City of Lordsburg hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. City of Lordsburg further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects City of Lordsburg's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

CITY OF LORDSBURG, NEW MEXICO

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of January, 2015.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of January, 2015.

Reserved

Reserved

Reserved

Reserved



December 29, 2014

Mr. Ronnie Reynolds
E.M.W. Gas Association
416 5th Street
Estancia, New Mexico 87016

Dear Mr. Reynolds:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for E.M.W. Gas Association ("E.M.W.") (EPNG and E.M.W. are jointly referred to herein as "Parties") under firm transportation service agreement EPNG Contract No. 982K pursuant to Rate Schedule FT-2 of EPNG's Third Revised Volume No. 1A of its Federal Energy Regulatory Commission ("FERC") Gas Tariff ("Tariff"). For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed an agreement that, when effective, will supersede and cancel Contract No. 982K (to be replaced by Contract No. FX22A000) and will provide E.M.W. with service under Rate Schedule FT-2.

2. Within thirty (30) calendar days following the execution of this Letter Agreement and Contract No. FX22A000, EPNG shall file this Letter Agreement and Contract No. FX22A000 with the FERC for its acceptance and/or approval.

3. Following FERC's acceptance and/or approval of this Letter Agreement and Contract No. FX22A000 in their entirety and without modification or condition, this Letter Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) March 1, 2015. In the event FERC approves and/or accepts the Letter Agreement and/or Contract No. FX22A000 subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and this Letter Agreement and Contract No. FX22A000 will become effective on the first day of the month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Letter Agreement and Contract No. FX22A000 will not become effective unless and until FERC approves and/or accepts the Letter Agreement and Contract No. FX22A000 in their entirety without modification and/or condition. Until such approval and acceptance, EPNG and E.M.W. shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and/or Contract No. FX22A000.

4. Upon the effective date of this Letter Agreement, E.M.W. agrees for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to E.M.W. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any other past, present, or future agreements held or that may be held at any time by E.M.W., its assignees or successor-in-interests.

5. Upon the effective date of this Letter Agreement, E.M.W. hereby agrees to waive and relinquish any rights granted by, or to any further participation in, Docket Nos. RP08-426 and RP10-1398 (including any subdockets) and any related proceedings and to withdraw any and all pleadings pending in those or related proceedings or from any and all joint pleadings pending in those proceedings within ten (10) business days of this Letter Agreement becoming effective under Paragraph 3 above. E.M.W. further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or related proceedings. This waiver and relinquishment includes any rights to any refunds of any kind ordered in those or related proceedings.

6. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

7. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

8. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 7, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects E.M.W.'s understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed two counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Joshua C. Genz

E.M.W. GAS ASSOCIATION

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of December, 2014.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Will W. Brown

Title Director of Marketing

Date_____

Accepted and agreed to this
_____ day of December, 2014.

Reserved

Reserved

Reserved

Reserved



February 20, 2015

Mr. Clint Stockman
ConocoPhillips Company
600 North Dairy Ashford, CH1081
Houston, TX 77079

Dear Clint:

El Paso Natural Gas Company, L.L.C. ("EPNG") currently transports natural gas for ConocoPhillips Company ("ConocoPhillips") (EPNG and ConocoPhillips are individually referred to herein as "Party" and jointly referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT2HM000, 9TAF, 97YG, FT38J000, FT276000, FT3E2000, and FT3DJ000. This letter agreement ("Letter Agreement"), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing disputes and to restructure ConocoPhillips' and EPNG's transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. Contemporaneously with the execution of this Letter Agreement, the Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT2HM000 (to be replaced by Contract No. FT3EA000), 9TAF (to be replaced by Contract No. FT3EB000), and FT38J000 (to be replaced by Contract No. FT3E9000). Upon the effectiveness of this Letter Agreement as stated in Paragraph 4 below, Contract No. 97YG shall terminate. The new Contract Nos. FT3EA000, FT3EB000, and FT3E9000 shall be collectively referred to herein as the "Contract Package". Although Contract Nos. FT276000, FT3E2000, and FT3DJ000 will not be replaced by another agreement, upon the effectiveness of this Letter Agreement as stated in Paragraph 4 below, those agreements shall be deemed to be amended by, and subject to, all of the terms of this Letter Agreement, including without limitation to Paragraph 5 below.

2. After this Letter Agreement becomes effective pursuant to Paragraph 4 below, EPNG will (at no cost to ConocoPhillips) install and construct, or cause to have installed and constructed, an interconnect between TransColorado Gas Transmission Company LLC's system and ConocoPhillips' San Juan Plant with a single twelve (12) inch ultrasonic meter capable of the following flows under the indicated pressure conditions:

Pressure (PSIG)	**Maximum Flow/Minimum Flow (MMcf/d)**
850	305 / 38
1287	475 / 59

EPNG or its designee or agent shall use commercially reasonable efforts to complete the construction of the interconnect facilities within six (6) months of the execution of the agreement for the construction of the facilities, which agreement the parties will negotiate in good faith. A proposed draft of the agreement has been provided to ConocoPhillips for its review. An executable agreement will be submitted to ConocoPhillips within fifteen (15) days of the Effective Date of this Letter Agreement.

3. Within ten (10) calendar days following the execution of this Letter Agreement between EPNG and ConocoPhillips and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package along with Contract Nos. FT276000, FT3E2000, and FT3DJ000 with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.

4. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) April 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 4. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement and each of the agreements comprising the Contract Package will not become effective unless and until FERC approves and/or accepts the Letter Agreement and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and ConocoPhillips shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

5. Refunds shall be paid under this Letter Agreement as follows:

    a. Pursuant to Paragraph 7, no refunds for any and all past, present and future agreements shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement").

b. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay ConocoPhillips refunds for any and all agreements that have expired (including without limitation Contract No. FT24E000), or that are currently effective, or that comprise the Contract Package (collectively all such agreements are referred to herein as "Refund Agreements") by wire transfer (or other mutually agreeable means) as follows:

i. $2,947,860 will be paid for refunds in Docket No. RP08-426-000 calculated on a payment date of May 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. No further refunds or interest (or any other relief) shall be due or paid by EPNG to ConocoPhillips of any kind associated with Docket No. RP08-426-000 (a reference in this Letter Agreement to a root docket, e.g., RP08-426-000, includes any sub-dockets) regardless of any past or future FERC or court decision in those proceedings or any other proceedings.

ii. $25,111,119 will be paid for refunds for reservation and usage charges in Docket No. RP10-1398-000 calculated through March 31, 2015 and on a payment date of May 12, 2015. If the Letter Agreement and the agreements comprising the Contract Package become effective after April 1, 2015, EPNG shall calculate and pay ConocoPhillips refunds for reservation and usage charges for the period from April 1, 2015 through the day prior to the Effective Date of the Letter Agreement based on the same methodology and rates underlying the calculation of the $25,111,119 set forth in this Paragraph 5.b.ii. If the payment (including any refunds as just described in the immediately preceding sentence) occurs after May 12, 2015, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after May 12, 2015 until the date paid. Except for possible refunds for reservation and usage charges incurred on and after the Effective Date of this Letter Agreement as detailed in Paragraphs 5.c., 5.d. and 5.e., no further refunds or interest (or any other relief) shall be due or paid by EPNG to ConocoPhillips of any kind associated with Docket No. RP10-1398-000 for the Refund Agreements regardless of any past or future FERC or court decision in those proceedings or any other proceedings. As such, Paragraphs 5.c., 5.d and 5.e. below shall be the sole means by which ConocoPhillips may recover additional refunds, if any, associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 5.b.ii.

iii. Except for as may be provided by Paragraphs 5.d. and 5.e. below, no amounts (or any other relief) shall be due or paid by ConocoPhillips to EPNG of any kind associated with Docket No. RP08-426-000 and/or Docket No. RP10-1398-000 regardless of any past or future FERC or court decision in those proceedings or any other proceedings.

c. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the "Final Order"), the final reservation and usage rates shall be referred to herein as the "Final Reservation Rates" and "Final Usage Rates," respectively. Refunds to ConocoPhillips, if any, associated with Docket No. RP10-1398-000 for usage rates paid under the agreements comprising the Contract Package or Contract Nos. FT276000, FT3E2000, and FT3DJ000 on and after the Effective Date of this Letter Agreement, shall be the difference in a Final Usage Rate and its corresponding usage rate paid, if and only if, the Final Usage Rate established in Docket No. RP10-1398-000 is lower than its corresponding usage rate paid under each of the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000 and shall include interest calculated using the applicable FERC interest rate.

d. Under the terms of the individual agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000, and EPNG's Tariff, it is possible that ConocoPhillips will pay the maximum applicable reservation rate (e.g., authorized overrun which does not include authorized overrun quantities at specified locations up to 100,000 Dekatherms per day as set forth in Contract No. FT3EA000). Refunds to ConocoPhillips, if any, associated with Docket No. RP10-1398-000 for maximum reservation rates paid under the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000 on and after the Effective Date of this Letter Agreement, shall be the difference in a Final Reservation Rate and its corresponding maximum reservation rate paid, if and only if, the Final Reservation Rate established in Docket No. RP10-1398-000 is lower than its corresponding reservation rate paid under each of the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000. Such refunds, if any, shall also include interest calculated using the applicable FERC interest rate. If, however, the Final Reservation Rates are higher than a maximum reservation rate paid under the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ00 on and after the Effective Date of this Letter Agreement, ConocoPhillips shall pay EPNG the difference between the maximum reservation rate paid under the agreements comprising the Contract Package and Contract Nos. FT276000, FT3E2000, and FT3DJ000 and the Final Reservation Rate. Such payment, if any, shall include interest calculated using the applicable FERC interest rate.

e. For any FERC order requiring refunds in Docket No. RP10-1398-000 on or after the Effective Date of this Letter Agreement, which order is not a Final Order, EPNG and ConocoPhillips shall treat such order(s) as a Final Order for purposes of calculating and paying amounts due under Paragraphs 5.c. and 5.d. and pay those amounts when refunds are required to be paid to the qualifying shippers pursuant to such order(s); provided, however, that EPNG's obligation for paying the amounts under Paragraphs 5.c. and 5.d. and ConocoPhillips' obligation for paying amounts under Paragraph 5.d. shall be subject to the final calculation based on a Final Order as set forth in Paragraphs 5.c. and 5.d. and EPNG and ConocoPhillips shall retain the right to collect from the other to recover any amounts previously paid under Paragraphs 5.c., 5.d. and 5.e. that are greater than the amounts ultimately owed by them under a Final Order. A Party may offset amounts owed to the other Party under Paragraphs 5.c., 5.d. and 5.e.

6. Upon the Effective Date of this Letter Agreement, and subject to the terms of this Letter Agreement, ConocoPhillips expressly hereby waives and relinquishes any rights to participate in Docket Nos. RP08-426-000 and RP10-1398-000 and any Related Proceedings (as defined herein below). ConocoPhillips shall withdraw any pending pleadings including, without limit, any requests for rehearing in those or Related Proceedings within ten (10) business days of the Effective Date of this Letter Agreement. ConocoPhillips further agrees it will not in any manner assist or support any effort by anyone other than EPNG to file or pursue any action in those or Related Proceedings. Notwithstanding anything to the contrary in this Letter Agreement, ConocoPhillips shall have the right to participate in Docket No. RP10-1398-000 (and any sub-dockets except for Docket No. RP10-1398-003) if, and only to the limited extent that, the issue to be raised has not been raised previously by FERC or the participants in that proceeding and such issue would potentially shift material costs to ConocoPhillips from other shippers in rates that may be applicable to ConocoPhillips at the expiration or termination of its Contract Nos. FT3EA000, FT3EB000, FT3E9000 and FT276000. Issues previously raised by FERC or participants include, without limitation, any issues made subject to the outcome of another proceeding, e.g., Docket No. RP08-426-000. Related Proceedings shall mean: 1) those proceedings related to the direct implementation of a decision in Docket Nos. RP08-426-000 or RP10-1398-000; and 2) any court proceeding involving the appeal of a decision in Docket Nos. RP08-426-000 or RP10-1398-000 or an appeal of a proceeding included in the immediately preceding item 1 of this definition of Related Proceedings. For example, a proceeding in a docket other than Docket No. RP10-1398-000 or Docket No. RP08-426-000 that requires EPNG to file rates to comply with a decision in Docket No. RP10-1398-000 would be a Related Proceeding but a proceeding in a docket other than Docket No. RP08-426-000 or Docket No. RP10-1398-000 initiated by EPNG or others to change terms or conditions of its FERC Natural Gas Tariff ("Tariff") to which FERC denied a change to in either Docket No. RP08-426-000 or RP10-1398-000 would not be a Related Proceeding.

7. Upon the Effective Date of this Letter Agreement, ConocoPhillips agrees for now and forever, that Article XI of the 1996 Settlement, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to ConocoPhillips. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or which may be held at any time by ConocoPhillips, its predecessors-in-interest, assignees or successor-in-interests.

8. Notwithstanding anything to the contrary in this Letter Agreement, the parties acknowledge and agree that ConocoPhillips shall maintain the right to exercise its rights-of-first-refusal pursuant to the terms and conditions of the existing contracts and EPNG's Tariff. The exercise by ConocoPhillips of its rights-of-first-refusal will not be inconsistent with terms and intent of this Letter Agreement or the efforts of the Parties for the approval and implementation of the Letter Agreement and the Contract Package.

9. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile) each of which shall be deemed an original but all of which together shall constitute one and the same.

10. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

11. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 10, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.

12. The Parties agree that after the Effective Date of this Letter Agreement, changes to the terms of this Letter Agreement unilaterally proposed by either Party shall be subject to the more rigorous application of the statutory "just and reasonable" standard of review that is often characterized as the *Mobile-Sierra* "public interest" standard.

If this Letter Agreement reflects ConocoPhillips's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

Steve Saye

CONOCOPHILLIPS COMPANY	**EL PASO NATURAL GAS COMPANY, L.L.C.**
Signature:	Signature:
Name:	Name: Chris M. Meyer
Title:	Title: Vice President, Business Management
Date:	Date:

Agreement No. 620084-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Agreement No. 620084-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 17, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **EXXONMOBIL OIL CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes __X__ No_____

Agreement No. 620084-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
100,000	January 1, 2024 - September 24, 2029

11. ***Term of Firm Transportation Service:*** Beginning: January 1, 2024
Ending: September 24, 2029

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
EXXONMOBIL OIL CORPORATION
22777 SPRINGWOODS VILLAGE PARKWAY
SPRING, TX 77389
Attn: XTO Marketing Contract Admins

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a “Rated Shipper”), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody’s to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time during the term of this Agreement, a Rated Shipper’s S&P or Moody’s rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper’s ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody’s rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**EXXONMOBIL OIL CORPORATION**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. 620084-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IROCKDOV	48279	KEYTRAN	302136	VA	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		
ISANDBND	48454	KEYTRAN	302136	VA	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		
IZORRO	49027	KEYTRAN	302136	VA	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
ICOWBOYR	54431	KEYTRAN	302136	VA	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000	51,000		
IJALCPLX	301814	KEYTRAN	302136	VA	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000		
IWARMONU	314598	KEYTRAN	302136	VA	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000		
TRANSPORTATION CONTRACT DEMAND					**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 620084-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	1a/				

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302132 KEYSTONE							
50506 IANGELES	53931 WAHA BI-DI ROLLUP						
302304 IHYBENDM	302136 KEYTRAN						
301814 IJALCPLX	48148 IMNDZTRL						
314598 IWARMONU	47835 DJMSLAKE						
314897 ILINAM	47838 DMARTINB						
48454 ISANDBND	47839 DEMBARBS						
48862 IBOUNDSR	47929 DSEMDRAW						
48279 IROCKDOV	48149 DQUAILRN						
301560 IGRAMARI	48155 DFOXHILL						
301641 IMCHRNCH	48280 DROCKDOV						
301676 INGPLLEA	48713 DEMMADEL	See ¶11	1a/				
334823 INUVISTA	48738 DPITBULL						
334853 ICRAWFRD	48801 DTEMPIGR						
334862 IROJOGRN	48860 DGIDDING						
358846 IPINCPD2	49074 DBLAKEDR						
377003 IWAREUNI	49085 DCARLSBD						
49027 IZORRO	49548 DJALALLY						
334863 ITRICRWN	49549 DEAGLDEL						
800911 IREDBLUF	49637 DCATFISH						
800908 IRAMSEYS	49652 DSALTCRK						
54431 ICOWBOYR	49654 DCYPRESS						
54859 ITIGERRE	49715 DHOGGDEL						

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
	49748 DPECSTRL						
	49774 DWHTHORN						
	49775 DSALDRWD						
	49809 DHIGHROL						
	49820 DGPMMRTN						
	49865 DALLREDD						
	49961 DPINCPD2						
	49986 DPEGASUS						
	49987 DHADACOL						
	50018 DSTKHLDR						
	50053 DRZRSHRP						
302132 KEYSTONE	50647 DARMDILO						
50506 IANGELES	53626 STERLING						
302304 IHYBENDM	53777 DELRYDEL						
301814 IJALCPLX	53595 BENEDUM						
314598 IWARMONU	300834 DENSODIS						
314897 ILINAM	300837 DENSOJAL						
48454 ISANDBND	300838 DENSOMID						
48862 IBOUNDSR	300839 DENSOSJX						
48279 IROCKDOV	300841 DENSOSUT						
301560 IGRAMARI	300891 DGPMHOBS						
301641 IMCHRNCH	300910 DJAL JAL						
301676 INGPLLEA	300912 DJALCPLX	See ¶11	1a/				
334823 INUVISTA	300954 DP-PFUEL						
334853 ICRAWFRD	300992 DPNMTATU						
334862 IROJOGRN	301056 DSUG CRN						
358846 IPINCPD2	301062 DSUG KWX						
377003 IWAREUNI	301215 DWTG DIS						
49027 IZORRO	301220 DWTG JAL						
334863 ITRICRWN	301321 IARCOPUC						
800911 IREDBLUF	301375 ICABHOBS						
800908 IRAMSEYS	301530 IGCNMLSK						
54431 ICOWBOYR	301560 IGRAMARI						
54859 ITIGERRE	301595 IKEYSTOR						
	301620 ILONESTR						
	301621 ILONEWA						
	301641 IMCHRNCH						
	301657 IMLWAHA						
	301678 INGPLUSK						
	301701 IOASISWA						
	301705 IOWNRNCH						
	301908 DWILSDEL						
	301938 IUTDOLHD						
	301945 IVALEROW						
	301952 IW40-043						

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
	302075 IWESTARW						
	302250 PLNSTRAN						
	302407 WAHATRAN						
	302803 DGPMGOLD						
	303930 DAMSLAFL						
	303953 DSUNDOWN						
	314109 DAMOCDIS						
	314416 DSHELSJX						
	314430 INN30PLA						
	314435 ITXGROBE						
	314464 DREVSGNS						
302132 KEYSTONE	314547 DWANTZDP						
50506 IANGELES	314874 DKERMFUL						
302304 IHYBENDM	314889 WTGREEVS						
301814 IJALCPLX	314943 DWILSDL1						
314598 IWARMONU	314999 DNUSUPCO						
314897 ILINAM	315319 DTERFUEL						
48454 ISANDBND	315391 DCORNELL						
48862 IBOUNDSR	316115 DHOBSON						
48279 IROCKDOV	316116 DGDNITBY						
301560 IGRAMARI	320214 DWHITDIS						
301641 IMCHRNCH	320431 DRAM MID						
301676 INGPLLEA	320474 DWTG SJX	See ¶11	1a/				
334823 INUVISTA	320499 DWTG GLD						
334853 ICRAWFRD	320615 IODESAEC						
334862 IROJOGRN	326482 DLEVEMER						
358846 IPINCPD2	327707 DANGLYFM						
377003 IWAREUNI	330090 DPLTXDIS						
49027 IZORRO	330336 DWTG LLN						
334863 ITRICRWN	330662 DPLNSDIS						
800911 IREDBLUF	330727 DMORTDIS						
800908 IRAMSEYS	330804 DDENVJAL						
54431 ICOWBOYR	330901 DWSTRGLD						
54859 ITIGERRE	331543 DWTG KWX						
	333466 DWTGFUEL						
	333500 DJWMILLR						
	333520 DOXY DIS						
	334792 DGGSIKEY						
	334841 DHOBBSPP						
	334854 DMOUNTN						
	334859 DAVALON						
	334871 DBENRNCH						
	334872 DVILFARM						
	334875 DGOLDHMR						
	334880 DWSTRDIS						

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
	335357 DTEX JAL						
	335442 DGPMFULT						
	335444 DPHCRAFL						
	341044 IW41-044						
302132 KEYSTONE	341054 IW41-054						
50506 IANGELES	341056 IW41-056						
302304 IHYBENDM	341062 IW41-062						
301814 IJALCPLX	341106 IW41-106						
314598 IWARMONU	341130 IW41-130						
314897 ILINAM	341133 IW41-133						
48454 ISANDBND	341157 DENSOGLD						
48862 IBOUNDSR	341194 I41-194						
48279 IROCKDOV	341233 DPHILSUT						
301560 IGRAMARI	341353 DWARNJAL						
301641 IMCHRNCH	341798 DPHILGLD						
301676 INGPLLEA	341920 DPHIL311	See ¶11	1a/				
334823 INUVISTA	341987 DARCODIS						
334853 ICRAWFRD	344215 DGGCHAVS						
334862 IROJOGRN	344219 IARCOMID						
358846 IPINCPD2	344245 DPHBAYVU						
377003 IWAREUNI	344246 DWTGGARD						
49027 IZORRO	344250 DPHGAINS						
334863 ITRICRWN	344251 DGULFSJX						
800911 IREDBLUF	800912 DRDBLFBY						
800908 IRAMSEYS	800925 DSODALKE						
54431 ICOWBOYR	801187 DGAINESJ						
54859 ITIGERRE	801190 DSUMADM						
	801191 DSUMAYK						
	801265 DWTGBUCK						
	801267 DTYHLAKE						
	801492 DCTNHILS						

EXHIBIT B (CONT'D)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.5850 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Reserved

Reserved

Reserved

Agreement No. 620901-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

JPMORGAN CHASE BANK, N.A.
(Shipper)

Dated: September 20, 2024

Agreement No. 620901-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 20, 2024

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **JPMORGAN CHASE BANK, N.A.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 620901-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
65,000	October 1, 2024 – October 31, 2030

11. ***Term of Firm Transportation Service:*** Beginning: October 1, 2024
Ending: October 31, 2030

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
JPMORGAN CHASE BANK, N.A.
600 Travis Street 19th Floor
Houston, TX 77002
Attn: physical.naturalgas.group@jpmorgan.com

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2024.

JPMORGAN CHASE BANK, N.A.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2024.

Agreement No. 620901-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
JPMORGAN CHASE BANK, N.A.
(Shipper)
Dated: September 20, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	INORBAJA	301693	SS1	11,661	7,900	28	41,720	23,015	12,170	121	8,267	23,475	19,936	45,069	11,604		
BLANCO	300714	INORBAJA	301693	NS3			16,972	22,280	21,985	5,228	4,714	978	21,398	64		12,500		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3		47,518	48,000	1,000	20,000	31,000	43,000	34,000	20,000	45,000	19,931	16,546		
KEYSTONE	302132	DPG&ETOP	314604	SN2		687												
BLANCO	300714	INORBAJA	301693	CC1						16,602	17,165	21,755	127			6,947		
BLANCO	300714	DPG&ETOP	314604	NN1	43,339	100										8,949		
KEYSTONE	302132	INORBAJA	301693	SN2-CC1	10,000	8,795										8,454		
TRANSPORTATION CONTRACT DEMAND					**65,000**	**65,000**	**65,000**	**65,000**	**65,000**	**65,000**	**65,000**	**65,000**	**65,000**	**65,000**	**65,000**	**65,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 620901-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
JPMORGAN CHASE BANK, N.A.
(Shipper)
Dated: September 20, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶ 11	1a/			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	DSCALEHR INORBAJA DPG&ETOP DSCALTOP IBLYTHE DMOJAVE ICADIZ DAGMOJ IMSQUITE IGRIFFTH IARLVALY KRAMER SIDEWNDR PASTORIA SOCWR LAPALOMA	301016 301693 314604 332503 314980 332505 301377 332569 398670 320614 314985 332554 332555 332553 332531 302144	See ¶ 11	1a/			

Agreement No. 620901-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
JPMORGAN CHASE BANK, N.A.
(Shipper)
Dated: September 20, 2024

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.



May 13, 2015

Mr. Ernie Crawford
Public Service Company of New Mexico
2401 Aztec Road, NE MS Z180
Albuquerque, NM 87102

Dear Mr. Crawford:

El Paso Natural Gas Company, L.L.C. ("EPNG") transports natural gas for Public Service Company of New Mexico ("PNM") (EPNG and PNM are jointly referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT2BM000, FT2VD000, FT2UN000, FT2UP000, H222B000 and H222M000. For the mutual promises exchanged, the Parties agree to the following:

1. The Parties have executed agreements that, when effective, will supersede and cancel Contract Nos. FT2BM000 (to be replaced by Contract No. FT3EQ000), FT2VD000 (to be replaced by Contract No. FT3ER000), FT2UN000 (to be replaced by Contract No. FT3ET000), FT2UP000 (to be replaced by Contract No. FT3EU000), H222B000 (to be replaced by Contract No. H222W000) and H222M000 (to be replaced by Contract No. H222X000) and shall be collectively referred to herein as the "Contract Package."

2. Within thirty (30) calendar days following the execution of this letter agreement between EPNG and PNM ("Letter Agreement") and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval.

3. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) July 1, 2015; (b) the first day of the month after FERC accepts and/or approves the Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Letter Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement

and each of the agreements comprising the Contract Package without modification and/or condition. Until such approval and/or acceptance, EPNG and PNM shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.

4. Within forty-five (45) calendar days following the effective date of this Letter Agreement, EPNG shall pay PNM refunds by wire transfer (or by other mutually agreeable means) as follows:

   a. $385,012 will be paid for refunds in Docket No. RP08-426-000 calculated on a payment date of August 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. No further refunds (or any other relief) in Docket No. RP08-426-000 (a reference in this Letter Agreement to a root docket, e.g., RP08-426-000, includes any sub-dockets) shall be due by EPNG to PNM regardless of any past or future FERC or court decisions in that or any other proceeding; and

   b. $4,159,406 will be paid for refunds in Docket No. RP10-1398-000 calculated on a payment date of August 12, 2015. If the payment occurs after that date, EPNG will calculate the additional interest using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 5 of this Letter Agreement. Paragraph 5 of this Letter Agreement shall be the sole means by which PNM may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.b.

5. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the "Final Order"), such final rates shall be referred to herein as the "Final Reservation Rate" and the "Final Usage Rate," respectively. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

   a. Contract Nos. FT2BM000, FT2VD000, FT2UN000, FT2UP000

      i. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination date of these agreements, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under these agreements; and

      ii. Refunds, if any, associated with service under Contract Nos. FT2BM000, FT2VD000, FT2UN000, and FT2UP000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

b. Contract Nos. FT3EQ000, FT3ER000, FT3ET000, and FT3EU000

i. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from the effective date of these agreements to the effective date of the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under these agreements from the effective date of these agreements until the date the Final Usage Rate for Rate Schedule FT-1 to the New Mexico rate zone becomes the maximum effective rate; and

ii. Refunds, if any, associated with service under Contract Nos. FT3EQ000, FT3ER000, FT3ET000, and FT3EU000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

c. Contract No. H222B000 and H222M000

i. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination date of these agreements, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under these agreements; and

ii. Refunds, if any, associated with service under Contract Nos. H222B000 and H222M000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FTH-12.

d. Contract Nos. H222W000 and H222X000

i. If the Final Usage Rate under Rate Schedule FTH-12 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from the effective date of these agreements to the effective date of the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone, EPNG shall pay PNM additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under these agreements from the effective date of these agreements until the date the Final Usage Rate for Rate Schedule FTH-12 to the New Mexico zone becomes the maximum effective rate; and

ii. Refunds, if any, associated with service under Contract Nos. H222W000 and H222X000 for "out-of-zone" deliveries shall be based on the difference between the reservation and

usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FTH-12.

e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 and such order is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and provide those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG's obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge PNM to recover any amounts previously refunded that are greater than the amounts ultimately owed by EPNG under a Final Order.

6. The Parties expressly acknowledge and agree that PNM is not subject to the rights of Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement"), and that nothing in this Letter Agreement and/or the Contract Package shall confer any rights or obligations on the Parties under the 1996 Settlement. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights and obligations under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Letter Agreement or to any other present or future agreements held or which may be held at any time by PNM, its assignees or successor-in-interests.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or by electronic transmission) each of which shall be deemed an original but all of which together shall constitute one and the same. Each party agrees that the delivery of the Letter Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Letter Agreement by the Parties to the same extent that an original signature could be used.

8. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects PNM's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return the properly executed Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____
Robin J. Janes

PUBLIC SERVICE COMPANY OF NEW MEXICO

By_____

Name_____

Title_____

Date_____

Accepted and agreed to this
_____ day of May, 2015.

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____

Name Chris M. Meyer

Title VP – Business Management

Date_____

Accepted and agreed to this
_____ day of May, 2015.

Agreement No. FT2AM000-FTAEPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)

Dated: January 18, 2023

Agreement No. FT2AM000-FTAEPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 18, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **NAVAJO TRIBAL UTILITY AUTHORITY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

Agreement No. FT2AM000-FTAEPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
2,585	January
2,502	February
1,858	March
1,207	April
744	May
750	June
750	July
751	August
722	September
980	October
1,986	November
2,132	December

11. ***Term of Firm Transportation Service:*** Beginning: February 1, 2007
Ending: October 31, 2011

This agreement shall continue in full force and effect from year to year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. ***Notices, Statements, and Bills:***

To Shipper:
NAVAJO TRIBAL UTILITY AUTHORITY
PO Box 170
Fort Defiance, AZ 86504-0170
Attn: Contract Administrator

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2023: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT2AM000-FTAEPNG, originally dated on February 1, 2007.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

Agreement No. FT2AM000-FTAEPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**NAVAJO TRIBAL UTILITY AUTHORITY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. FT2AM000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)

Dated: January 18, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BONDAD	300722	DNTUAFCP	331026	NN3	2,585	2,502	1,858	1,207	744	750	750	751	722	980	1,986	2,132	400	
TRANSPORTATION CONTRACT DEMAND					**2,585**	**2,502**	**1,858**	**1,207**	**744**	**750**	**750**	**751**	**722**	**980**	**1,986**	**2,132**		

Notes:
1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. FT2AM000-FTAEPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)

Dated: January 18, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11				

Notes:

1/ Unless otherwise agreed by the Parties in writing or stated herein, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported. Subject to paragraph 15 above, Shipper shall pay Transporter the applicable reservation rate and applicable usage rate in accordance with paragraph 15 above, Section 2.2 of the "Stipulation and Agreement," Docket No. RP19-73-001 (Mar. 15, 2019), and Transporter's Tariff, including without limitation, Section 37 of the GT&C of the Tariff. To avoid any doubt, the changes to Section 37.2(g) as a result of the Commission's approval of the "Stipulation and Agreement," section 2.8, Docket No. RP19-73-006 (Nov. 18, 2022), (see El Paso Natural Gas Co., 182 FERC ¶ 61,045 (2023) (approving settlement), are included in the definition of Tariff as it is amended and superseded from time to time (see paragraph 3 above).

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT2AL000-FTAEPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)

Dated: January 18, 2023

Agreement No. FT2AL000-FTAEPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 18, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **NAVAJO TRIBAL UTILITY AUTHORITY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_____ No__X__

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
13,852	January
13,761	February
12,448	March
11,316	April
10,673	May
10,557	June
10,556	July
10,555	August
10,620	September
11,036	October
12,609	November
13,163	December

11. ***Term of Firm Transportation Service:*** Beginning: August 1, 2008
Ending: October 31, 2011

This agreement shall continue in full force and effect from year to year and thereafter unless terminated by written notice from one Party to the other upon 365 Days notice.

12. ***Notices, Statements, and Bills:***

To Shipper:
NAVAJO TRIBAL UTILITY AUTHORITY
PO Box 170
Fort Defiance, AZ 86504-0170
Attn: Contract Administrator

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2023: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter’s Agreement No. FT2AL000-FTAEPNG, last amended on August 1, 2008.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Article 11.2 of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 will apply to this Transportation Service Agreement unless otherwise decided by the Commission or by the Court of Appeals or the Supreme Court.

Agreement No. FT2AL000-FTAEPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

NAVAJO TRIBAL UTILITY AUTHORITY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. FT2AL000-FTAEPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)

Dated: January 18, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates**:** See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BONDAD	300722	DNTUASJE	300949	NN1	4,949	4,783	2,870	1,115	603	504	501	503	563	906	3,191	3,829
BONDAD	300722	DNTUASJT	300950	NN3	3,440	3,504	3,150	2,100	1,560	560	450	635	1,180	2,350	3,380	3,690
BONDAD	300722	DNTUAFCP	331026	NN3	4,147	4,200	5,537	7,538	8,176	9,178	9,289	9,103	8,560	7,333	5,114	4,582
WAHA	302404	DNTUASJE	300949	SN1	1,316	1,274	891	563	334	315	316	314	317	447	924	1,062
TRANSPORTATION CONTRACT DEMAND					**13,852**	**13,761**	**12,448**	**11,316**	**10,673**	**10,557**	**10,556**	**10,555**	**10,620**	**11,036**	**12,609**	**13,163**

Agreement No. FT2AL000-FTAEPNG

EXHIBIT A
(CONT.)

Effective Dates: Effective Dates: See ¶11

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DNTUAFCP	331026	331026	NTUA/EPNG FOUR CORNERS PP													400	
DNTUASJT	300950	331903	NTUA/EPNG MLT MCKINLEY CO N M MCKIN	114	117	105	90	91	34	28	39	71	114	112	123		
DNTUASJT	300950	330119	NTUA/EPNG SHIPROCK SAN JUAN	2,498	2,544	2,287	1,361	807	279	223	315	596	1,408	2,454	2,679	235	
DNTUASJT	300950	328303	NTUA/EPNG COYOTE CANYON TAP MCKINLE	121	123	111	95	97	36	29	41	75	121	119	130		
DNTUASJT	300950	320367	NTUA/EPNG TOHATCHI MCKINLEY	619	631	567	485	495	185	149	210	384	619	609	664	125	
DNTUASJT	300950	320355	NTUA/EPNG NAVAJO-FRUITLAND SAN JUAN	88	89	80	69	70	26	21	30	54	88	86	94	45	
DNTUASJE	300949	331984	NTUA/EPNG MENNONITE MISSION NAVAJO	32	31	20	16	14	13	13	13	13	16	21	25		
DNTUASJE	300949	331546	NTUA/EPNG HUNTERS POINT PRIMARY APA	2,966	2,869	1,698	687	339	290	289	289	314	531	1,944	2,316	395	
DNTUASJE	300949	331180	NTUA/EPNG GANADO LATERAL APACHE	2,502	2,418	1,565	686	339	289	288	288	313	531	1,647	1,953	400	
DNTUASJE	300949	320384	NTUA/EPNG GREASEWOOD NAVAJO	271	262	169	76	65	59	59	59	63	73	178	212	100	
DNTUASJE	300949	320375	NTUA/EPNG DILKON NAVAJO	282	272	176	105	89	83	83	83	87	100	185	219	125	
DNTUASJE	300949	320312	NTUA/EPNG LEUPP BOARDING SCHOOL COC	212	205	133	108	91	85	85	85	90	102	140	166	40	
CONTRACT METER QUANTITY (CMQ(s))				**9,705**	**9,561**	**6,911**	**3,778**	**2,497**	**1,379**	**1,267**	**1,452**	**2,060**	**3,703**	**7,495**	**8,581**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT2AL000-FTAEPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NAVAJO TRIBAL UTILITY AUTHORITY
(Shipper)

Dated: January 18, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11				

Notes:

1/ Unless otherwise agreed by the Parties in writing or stated herein, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported. Subject to paragraph 15 above, Shipper shall pay Transporter the applicable reservation rate and applicable usage rate in accordance with paragraph 15 above, Section 2.2 of the "Stipulation and Agreement," Docket No. RP19-73-001 (Mar. 15, 2019), and Transporter's Tariff, including without limitation, Section 37 of the GT&C of the Tariff. To avoid any doubt, the changes to Section 37.2(g) as a result of the Commission's approval of the "Stipulation and Agreement," section 2.8, Docket No. RP19-73-006 (Nov. 18, 2022), (see El Paso Natural Gas Co., 182 FERC ¶ 61,045 (2023) (approving settlement), are included in the definition of Tariff as it is amended and superseded from time to time (see paragraph 3 above).

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 617905-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Agreement No. 617905-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 18, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **PUBLIC SERVICE COMPANY OF NEW MEXICO**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 617905-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
24,000	November 1, 2022 - October 31, 2047

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2022
Ending: October 31, 2047

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
PUBLIC SERVICE COMPANY OF NEW MEXICO
2401 Aztec N. E.
Albuquerque, NM 87107
Attn: PNM Wholesale Power Marketing

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

PUBLIC SERVICE COMPANY OF NEW MEXICO

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. 617905-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	IAFTONPP	314550	NS3	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		
TRANSPORTATION CONTRACT DEMAND					**24,000**	**24,000**	**24,000**	**24,000**	**24,000**	**24,000**	**24,000**	**24,000**	**24,000**	**24,000**	**24,000**	**24,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 617905-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)
Dated: August 18, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Agreement No. 617905-FT1EPNG

EXHIBIT B
(Cont.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 617906-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Agreement No. 617906-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: August 18, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **PUBLIC SERVICE COMPANY OF NEW MEXICO**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 617906-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
12,000	November 1, 2022 – October 31, 2047

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2022
Ending: October 31, 2047

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
PUBLIC SERVICE COMPANY OF NEW MEXICO
2401 Aztec N. E.
Albuquerque, NM 87107
Attn: PNM Wholesale Power Marketing

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

PUBLIC SERVICE COMPANY OF NEW MEXICO

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. 617906-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	IAFTONPP	314550	CC1	1,700													
BLANCO	300714	IAFTONPP	314550	NS3	10,300	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000		
TRANSPORTATION CONTRACT DEMAND					**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 617906-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)
Dated: August 18, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Agreement No. 617906-FT1EPNG

EXHIBIT B
(Cont.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 617907-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Agreement No. 617907-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: August 18, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **PUBLIC SERVICE COMPANY OF NEW MEXICO**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Twelve Hour Peaking "FTH-12"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 617907-FH12EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
17,500	November 1, 2022 - October 31, 2047

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2022
Ending: October 31, 2047

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
PUBLIC SERVICE COMPANY OF NEW MEXICO
2401 Aztec N. E.
Albuquerque, NM 87107
Attn: PNM Wholesale Power Marketing

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

PUBLIC SERVICE COMPANY OF NEW MEXICO

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. 617907-FH12EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	ILRDSBRG	314549	SS1	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	610	
TRANSPORTATION CONTRACT DEMAND					**17,500**	**17,500**	**17,500**	**17,500**	**17,500**	**17,500**	**17,500**	**17,500**	**17,500**	**17,500**	**17,500**	**17,500**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. 617907-FH12EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)
Dated: August 18, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Agreement No. 617907-FH12EPNG

EXHIBIT B
(Cont.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 617908-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Agreement No. 617908-FH12EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: August 18, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **PUBLIC SERVICE COMPANY OF NEW MEXICO**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Twelve Hour Peaking "FTH-12"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 617908-FH12EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
6,000	November 1, 2022 – October 31, 2047

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2022
Ending: October 31, 2047

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
PUBLIC SERVICE COMPANY OF NEW MEXICO
2401 Aztec N. E.
Albuquerque, NM 87107
Attn: PNM Wholesale Power Marketing

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

PUBLIC SERVICE COMPANY OF NEW MEXICO

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. 617908-FH12EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)

Dated: August 18, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	ILRDSBRG	314549	SS1	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	2,500	6,000	610	
WAHA	302404	ILRDSBRG	314549	SS1											3,500			
TRANSPORTATION CONTRACT DEMAND					**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**	**6,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. 617908-FH12EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PUBLIC SERVICE COMPANY OF NEW MEXICO
(Shipper)
Dated: August 18, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
As listed in Exhibit A	As listed in Exhibit A	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate*	*Fuel*	*Surcharges*
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2022 – October 31, 2037	1a/	1/	2/	3/
All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	November 1, 2037 – October 31, 2047	1/	1/	2/	3/

Agreement No. 617908-FH12EPNG

EXHIBIT B
(Cont.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.6875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.



November 23, 2015

Mr. Gary Murray
New Mexico Gas Company, Inc.
Director, Gas Supply & Market Origination
7120 Wyoming Blvd NE
Albuquerque, NM 87109

Dear Gary:

El Paso Natural Gas Company, L.L.C. ("EPNG") currently transports natural gas for New Mexico Gas Company, Inc. ("NMG") (EPNG and NMG are individually referred to herein as "Party" and jointly referred to herein as "Parties") under firm transportation service agreements EPNG Contract Nos. FT27L000, FT27N000, FT27Q000, FT34W000, FT3FR000 and FT34X000. This letter agreement ("Letter Agreement"), together with the Contract Package defined below, sets forth the agreement of the Parties to resolve a number of ongoing issues and restructure NMG's and EPNG's transportation rights and obligations under the aforementioned agreements. For the mutual promises exchanged, the Parties agree to the following:

1. Contemporaneously with the execution of this Letter Agreement, the Parties have executed new agreements that, when effective, will supersede and cancel Contract Nos. FT27L000 (to be replaced by Contract No. FT3FX000), FT27N000 (the capacity of which will be included in Contract Nos. FT3FX000 and FT3FY000), FT27Q000 (the capacity of which will be included in Contract Nos. FT3FV000, FT3FW000, and FT3FX000), FT34W000 (the capacity of which will be included in Contract Nos. FT3FV000 and FT3FW000), FT3FR000 (to be replaced by Contract No. FT3FV000) and FT34X000 (the capacity of which will be included in Contract Nos. FT3FV000 and FT3FW000). Additionally, upon its completion, the newly constructed delivery point described in Paragraph 4 below will be included in Contract No FT3FW000. The new Contract Nos. FT3FV000, FT3FW000, FT3FX000 and FT3FY000 shall be collectively referred to herein as the "Contract Package".

2. Within twenty (20) calendar days following the execution of this Letter Agreement between EPNG and NMG and the agreements comprising the Contract Package, EPNG shall file this Letter Agreement, and the agreements comprising the Contract Package with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements.

3. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2016; (b) the first day of the month after FERC accepts and/or approves this Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Letter Agreement and each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) business days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify the Letter Agreement and/or one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval of the modified Letter Agreement and/or Contract Package, and this Letter Agreement and each of the agreements comprising the Contract Package will become effective on the first day of the month after FERC accepts and/or approves the renegotiated Letter Agreement and each of the agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of the Letter Agreement and each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), EPNG and NMG shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in this Letter Agreement and the agreements comprising the Contract Package.

4. After this Letter Agreement becomes effective pursuant to Paragraph 3 above, a new interconnect referred to as the Odoe Delivery Meter Station to supplement gas supply currently obtained by NMG will be installed and constructed on EPNG's Line No. 1212 in San Juan County, New Mexico at approximately Mile Post 3+4600. EPNG shall be responsible for, and bear the costs of, constructing and installing, or causing to have constructed and installed, a 10-inch hot tap, an 8-inch check valve, a flow computer, transmitters, communication equipment, and a climate-controlled building, a gas chromatograph, a flow control valve set-point equipment, and cathodic protection equipment for EPNG's facilities. EPNG shall own these facilities. Except for the payment from EPNG to NMG specifically provided for by this Paragraph 4, NMG shall be responsible for, and bear the costs of, constructing and installing, or causing to have constructed and installed, an 8-inch ultrasonic meter with the capability of measuring 18.5 to 125 MMcf per day, associated piping, a coalescing filter separator, cathodic protection for NMG facilities, flow control equipment, and any other equipment as is necessary. NMG shall own these facilities. Contemporaneously with the execution of this Letter Agreement and the Contract Package, the Parties have executed an interconnect agreement for the Odoe Delivery Meter Station ("Interconnect Agreement"). EPNG shall pay NMG the sum of one million dollars ($1,000,000) by wire transfer or other mutually agreeable means at the same time as the refunds are paid under Paragraph 5(b) in this Letter Agreement

for NMG's costs for the materials and services associated with the construction of the Odoe Delivery Meter Station. NMG estimates that EPNG's payment represents approximately eighty percent of NMG's costs of constructing and installing the new Odoe Delivery Meter Station; however, the amount of EPNG's payment to NMG shall not change for any reason including, but not limited to, the circumstances where the actual cost of the meter station varies from the estimated cost or changes occur in the estimates of the costs. The operator of the Odoe Delivery Meter Station facilities is specified by the Interconnect Agreement. Additionally, EPNG will construct and install, or cause to have constructed and installed facilities to maintain a minimum pressure commitment at the Odoe Delivery Meter Station of 750 per square inch gauge. EPNG shall own and operate these facilities. EPNG or its designee or agent shall use commercially reasonable efforts to construct the above-referenced interconnect facilities for which it is responsible to construct by November 1, 2016, including seeking all necessary governmental authorizations as soon as reasonably practicable following execution of the Interconnect Agreement. The Interconnect Agreement includes provisions as appropriate for, and consistent with, an interconnect agreement. Finally, the Parties will use commercially reasonable efforts to enter into an Operational Balancing Agreement that includes the Odoe Delivery Meter Station with terms similar to other operational balancing agreements between EPNG and NMG at similar delivery points.

5. Refunds shall be paid under this Letter Agreement as follows:

   a. Pursuant to Paragraph 7, no refunds for any and all past, present and future agreements shall be paid, due or owing based on any rate determined under Article XI of the 1996 Settlement Stipulation and Agreement in FERC Docket No. RP95-363-000 ("1996 Settlement").

   b. Within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay NMG refunds for any and all agreements that have expired, or that are currently effective, or that comprise the Contract Package (collectively all such agreements are referred to herein as "Refund Agreements") by wire transfer (or other mutually agreeable means) as follows:

      i. $2,865,071.95 for refunds in Docket No. RP10-1398-000 (a reference in this Letter Agreement to a root docket, e.g., Docket No. RP10-1398-000 shall include any sub-dockets, e.g., Docket No. RP10-1398-0017) calculated on a payment date of February 12, 2016. If the payment occurs after that date, EPNG will calculate the additional interest accruing after February 12, 2016 using the applicable FERC interest rate and pay such interest accruing after that date until the date paid.

      ii. Additional refunds, if any, associated with Docket No. RP10-1398-000 are addressed by Paragraph 6 of this Letter Agreement. Paragraph 6 of this Letter Agreement shall be the sole means by which NMG may recover any refunds associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 5.

6. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the "Final Order"), such final rates shall be referred to herein as the "Final Reservation Rate" and the "Final Usage Rate," respectively. Additional refunds for Docket No. RP10-1398-000, if any, shall be as follows:

   a. Contract Nos. FT27L000, FT34X000, FT34Y000 (Contract No. FT34Y000 terminated on February 28, 2013) and FT3FR000:

      i. If the Final Usage Rate under Rate Schedule FT-1 in the New Mexico rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination dates of these agreements, EPNG shall pay NMG additional refunds associated with these agreements for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the New Mexico rate zone and the actual usage rate paid under these agreements from April 1, 2011 through the termination dates of these agreements; and

      ii. Refunds, if any, associated with service under Contract Nos. FT27L000, FT34X000, FT34Y000 and FT3FR000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

   b. Contract Nos. FT3FV000 and FT3FX000:

      i. Refunds, if any, associated with service under Contract Nos. FT3FV000 and FT3FX000 for daily authorized overrun deliveries and "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

   c. Contract Nos. FT34W000 and FT34Y000:

      i. If the Final Usage Rate under Rate Schedule FT-1 in the Production Area rate zone is lower than the actual usage rate paid under these agreements from April 1, 2011 through the termination date of these agreements, EPNG shall pay NMG additional refunds associated with these agreements for deliveries to the Production Area rate zone based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the Production Area rate zone and the actual usage rate paid under these agreements from April 1, 2011 through the termination dates of these agreements; and

      ii. Refunds, if any, associated with service under Contract Nos. FT34W000 and FT34Y000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

d. Contract No. FT3FW000:

i. Refunds, if any, associated with service under Contract No. FT3FW000 for daily authorized overrun deliveries and "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

e. Contract No. FT3FY000:

i. Refunds, if any, associated with service under Contract No. FT3FY000 for daily authorized overrun deliveries and "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

f. Contract No. H222F000 (this agreement terminated on March 31, 2012):

i. If the Final Usage Rate under the Twelve Hour Peaking Service provided by Rate Schedule FT-H (referred to herein as "Rate Schedule FTH-12") in the New Mexico rate zone is lower than the actual usage rate paid under this agreement from April 1, 2011 through the termination date of this agreement, EPNG shall pay NMG additional refunds associated with this agreement for deliveries to the New Mexico rate zone based on the difference between the Final Usage Rate for Rate Schedule FTH-12 service to the New Mexico rate zone and the actual usage rate paid under this agreement from April 1, 2011 through the termination date of this agreement; and

ii. Refunds, if any, associated with service under Contract No. H222F000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FTH-12.

g. Refunds, if any, due under Paragraph 6 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means). For any FERC order requiring refunds in Docket No. RP10-1398-000 that is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 6 and provide those refunds when they are paid in Docket No. RP10-1398-000; provided, however, that EPNG's obligation for additional refunds shall be subject to the final calculation based on a Final Order and EPNG shall retain the right to surcharge NMG to recover any amounts previously refunded that are greater than the amounts ultimately owed by EPNG under a Final Order.

7. Upon the Effective Date of this Letter Agreement, NMG agrees for now and forever, that Article XI of the 1996 Settlement and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to NMG. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Letter Agreement or to any past, present or future agreements held or which may be held at any time by NMG, its predecessors-in-interest, assignees or successor-in-interests.

8. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or by electronic transmission) each of which shall be deemed an original but all of which together shall constitute one and the same. Each party agrees that the delivery of the Letter Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Letter Agreement by the Parties to the same extent that an original signature could be used.

9. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

10. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 9, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.

11. The Parties agree that after the Effective Date of this Letter Agreement, changes to the terms of this Letter Agreement unilaterally proposed by either Party shall be subject to the more rigorous application of the statutory "just and reasonable" standard of review that is often characterized as the Mobile-Sierra "public interest" standard.

If this Letter Agreement reflects NMG's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____

Robin J. Janes
Account Director

NEW MEXICO GAS COMPANY, INC.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
Signature: _____	Signature: _____
Name: _____	Name: Will W. Brown
Title: _____	Title: Vice President, Business Management
Date: _____	Date: _____

Agreement No. FT3FV000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

El Paso Natural Gas Company, L.L.C.

And

New Mexico Gas Company, Inc.

(Shipper)

Dated: June 16, 2020

Agreement No. FT3FV000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 16, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **NEW MEXICO GAS COMPANY, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. FT3FV000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
100,499	January
99,715	February
99,937	March
54,705	April
22,284	May - September
54,705	October
99,983	November
99,758	December

11. ***Term of Firm Transportation Service:***

(a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FV000-FT1EPNG), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

(b) Termination Date. This Agreement shall terminate on October 31, 2028.

(c) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

Agreement No. FT3FV000-FT1EPNG

12. ***Notices, Statements, and Bills:***

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FV000-FT1EPNG, originally dated on January 1, 2016.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FV000-FT1EPNG dated on January 1, 2016, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

NEW MEXICO GAS COMPANY, INC.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. FT3FV000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 16, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/ Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BONDADST	300724	IGCNMLSK	301530	NN3	40,200	40,200	40,200	23,000	10,000	10,000	10,000	10,000	10,000	23,000	40,200	40,200
BLANCO	300714	DGCNMSJX	300870	NN3	12,966	12,966	12,966	8,905	5,884	5,884	5,884	5,884	5,884	8,905	12,966	12,966
BLANCO	300714	DGCNMFAR	330088	NN3-AN1	15,000	15,000	15,000	12,800	6,400	6,400	6,400	6,400	6,400	12,800	15,000	15,000
KEYSTONE	302132	IRIOPUER	301797	SN2	32,333	31,549	31,771	10,000						10,000	31,817	31,592
TRANSPORTATION CONTRACT DEMAND					**100,499**	**99,715**	**99,937**	**54,705**	**22,284**	**22,284**	**22,284**	**22,284**	**22,284**	**54,705**	**99,983**	**99,758**

Agreement No. FT3FV000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: See ¶11

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/ Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DGCNMFAR	330088	330088	DGCNMFAR													300	
DGCNMSJX	300870	314962	NORTH BELEN DEL PT.	3,129	3,129	3,129	2,638	1,650	1,649	1,649	1,649	1,649	2,638	3,129	3,129	300	
DGCNMSJX	300870	320338	VIRGIL M JOHNSON	68	68	68	59	56	56	56	56	56	59	68	68	30	
DGCNMSJX	300870	320397	BURNELL COMPANY	341	341	341	297	280	280	280	280	280	296	341	341	400	
DGCNMSJX	300870	320596	WOMEN'S CORR FACILITY	512	512	512	445	420	420	420	420	420	444	512	512	100	
DGCNMSJX	300870	330076	GRANTS	2,095	2,095	2,095	2,638	1,650	1,650	1,650	1,650	1,650	2,639	2,095	2,095	70	
DGCNMSJX	300870	330219	MAIN LINE TAPS GRANTS	645	645	645	148	140	140	140	140	140	148	645	645		
DGCNMSJX	300870	331351	MAIN LINE TAPS BELEN	27	27	27	24	22	22	22	22	22	24	27	27		
DGCNMSJX	300870	331924	MLT SOCORRO N M	20	20	20	18	17	17	17	17	17	18	20	20		
DGCNMSJX	300870	331975	BELEN #2	6,129	6,129	6,129	2,638	1,649	1,650	1,650	1,650	1,650	2,639	6,129	6,129	280	
IRIOPUER	301797	305584	RIO PUERCO - EPNG TO GCNM													625	
TRANSPORTATION CONTRACT DEMAND				**12,966**	**12,966**	**12,966**	**8,905**	**5,884**	**5,884**	**5,884**	**5,884**	**5,884**	**8,905**	**12,966**	**12,966**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2

Agreement No. FT3FV000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 16, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Agreement No. FT3FV000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶11	(1a)			

Agreement No. FT3FV000-FT1EPNG

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $5.5814 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Agreement No. FT3FW000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

NEW MEXICO GAS COMPANY, INC.

Dated: June 18, 2020

Agreement No. FT3FW000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **NEW MEXICO GAS COMPANY, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

Agreement No. FT3FW000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
89,758	January - March
15,482	April
18,382	May - September
15,482	October

11. ***Term of Firm Transportation Service***

(a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FW000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

(b) Termination Date. This Agreement shall terminate on October 31, 2028.

(c) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

Agreement No. FT3FW000-FT1EPNG

12. ***Notices, Statements, and Bills:***

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FW000-FT1EPNG, originally dated January 1, 2016.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FW000-FT1EPNG originally dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

NEW MEXICO GAS COMPANY, INC.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. FT3FW000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DGCNMGAL	300866	NN3	12,758	12,758	12,758	8,482	2,482	2,482	2,482	2,482	2,482	8,482	12,758	12,758
BLANCO	300714	DGCNMSJT	300869	NN3	7,000	7,000	7,000	7,000	5,900	5,900	5,900	5,900	5,900	7,000	7,000	7,000
BLANCO	300714	IGLPGCNM	303962	NN3	15,000	15,000	15,000								15,000	15,000
KEYSTONE	302132	IKEYSTOR	301595	VA					10,000	10,000	10,000	10,000	10,000			
BLANCO	300714	IGCNMKTZ	314193	NN3	35,000	35,000	35,000								35,000	35,000
BLANCO	300714	DODOEDEL	48864	NN3	20,000	20,000	20,000								20,000	20,000
TRANSPORTATION CONTRACT DEMAND					**89,758**	**89,758**	**89,758**	**15,482**	**18,382**	**18,382**	**18,382**	**18,382**	**18,382**	**15,482**	**89,758**	**89,758**

Agreement No. FT3FW000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: See ¶11

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/ Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DGCNMGAL	300866	320517	FT WINGATE ARMY DEPOT	989	989	989	865	554	554	554	554	554	865	989	989	200	
DGCNMGAL	300866	330087	GALLUP CITY GATE 1	4,496	4,496	4,495	2,947	626	626	626	626	626	2,947	4,496	4,496	100	
DGCNMGAL	300866	330218	NMGASCO/EPNG MAIN LINETAPS GALLUP	99	99	99	79	50	50	50	50	50	79	99	99		
DGCNMGAL	300866	330570	FT WINGATE INDIAN SCHOOL	1,439	1,439	1,439	1,258	626	626	626	626	626	1,258	1,439	1,439		
DGCNMGAL	300866	331553	GSLLUP CITY GATE 2	5,735	5,735	5,736	3,333	626	626	626	626	626	3,333	5,735	5,735	200	
DGCNMSJT	300869	320219	FRUITLAND KIRTLAND	938	938	938	939	666	666	666	666	666	938	938	938	100	
DGCNMSJT	300869	320473	CARIBOU-FOUR CORNER OIL	2,737	2,737	2,737	2,738	1,943	1,943	1,943	1,943	1,943	2,737	2,737	2,737	300	
DGCNMSJT	300869	330579	FARMINGTON TAPS JAN 10	31	31	31	23	17	17	17	17	17	31	31	31		
DGCNMSJT	300869	334801	30th ST FARMINGTON	3,294	3,294	3,294	3,300	3,274	3,274	3,274	3,274	3,274	3,294	3,294	3,294		
IGCNMKTZ	314192	314193	KUTZ DELIVERY													600	
DODOEDEL	48864	48864	ODOE DELIVERY													750	
CONTRACT METER QUANTITY (CMQ(s))				**19,758**	**19,758**	**19,758**	**15,482**	**8,382**	**8,382**	**8,382**	**8,382**	**8,382**	**15,482**	**19,758**	**19,758**		

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3FW000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶9	(1a)			

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶11	(1a)			

Agreement No. FT3FW000-FT1EPNG

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.7872 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Agreement No. FT3FX000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

NEW MEXICO GAS COMPANY, INC.

(Shipper)

Dated: June 22, 2020

Agreement No. FT3FX000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 22, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **NEW MEXICO GAS COMPANY, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

Agreement No. FT3FX000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
	Primary Term (Table A of Exhibit A)
24,227	November - March
14,004	April
9,906	May - September
14,004	October
	Primary Term Subject to Partial Evergreen Clause (Table B of Exhibit A)
21,450	November - March
10,614	April
10,185	May - September
10,614	October

11. ***Term of Firm Transportation Service:***

(a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FX000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FY000-FT1EPNG (dated June 18, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

(b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.

Agreement No. FT3FX000-FT1EPNG

(c) Partial Evergreen. After the Primary Term, this Agreement shall continue in full force and effect only for the capacity identified in Table B of Exhibit A of this Agreement ("Table B Capacity") from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter. This clause shall be referred to hereinafter as the "Partial Evergreen Clause." For purposes of clarity only, this Partial Evergreen Clause does not apply to the capacity identified in Table A of Exhibit A of this Agreement ("Table A Capacity") and this Agreement will continue in effect only for the Table B Capacity unless and until Shipper has provided notice under this Paragraph 11(c).

(d) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions. For purposes of clarity only, at the end of the Primary Term of this Agreement, the Table A Capacity shall no longer be included in this Agreement and shall be the subject of the right-of-first-refusal process in Section 4.14 of the GT&C if the Shipper has properly exercised its rights under that section. For further purposes of clarity only, this contractual right of first refusal applies to the Table B Capacity after the Shipper has provided notice of termination of this Agreement with respect to the Table B Capacity under Paragraph 11(c), Partial Evergreen Clause, of this Agreement.

12. ***Notices, Statements, and Bills:***

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FX000-FT1EPNG, originally dated January 1, 2016.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FX000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement,, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

Agreement No. FT3FX000-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

NEW MEXICO GAS COMPANY, INC.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 22, 2020

(Table A)

Effective Dates: Primary Term (See ¶11)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
KEYSTONE	302132	DGCNMALA	334503	SS1	15,392	15,392	15,392	7,700	5,800	5,800	5,800	5,800	5,800	7,700	15,392	15,392
KEYSTONE	302132	DPNM HRE	330052	SS1	2,617	2,617	2,617	1,554	862	862	862	862	862	1,554	2,617	2,617
KEYSTONE	302132	DGCNMTOC	331378	SS1	5,226	5,226	5,226	4,141	2,874	2,874	2,874	2,874	2,874	4,141	5,226	5,226
KEYSTONE	302132	DGCNMAT1	4300857	SS1	992	992	992	609	370	370	370	370	370	609	992	992

(Table B)

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
KEYSTONE	302132	DPNM HUR	300990	SS1	7,101	7,101	7,101	3,312	1,746	1,746	1,746	1,746	1,746	3,312	7,101	7,101
KEYSTONE	302132	DGCNMEP1	331976	SS1	4,856	4,856	4,856	1,513	1,000	1,000	1,000	1,000	1,000	1,513	4,856	4,856
KEYSTONE	302132	DPNM TYR	320490	SS1	239	239	239	136	136	136	136	136	136	136	239	239
BLANCO	300714	DPNMTATU	300992	NN3	130	130	130	130	130	130	130	130	130	130	130	130
KEYSTONE	302132	DGCNMAFT	300854	SS1	1,700	1,700	1,700	1,473	1,298	1,298	1,298	1,298	1,298	1,473	1,700	1,700
KEYSTONE	302132	DGCNMELP	300862	SS1	1,055	1,098	1,278	705	824	824	824	824	948	802	1,374	1,268
KEYSTONE	302132	DGCNMDUG	300861	SS1	3,125	3,125	3,125	1,803	2,500	2,500	2,500	2,500	2,500	1,803	3,125	3,125
KEYSTONE	302132	DSTERESA	314955	SS1	3,244	3,201	3,021	1,542	2,551	2,551	2,551	2,551	2,427	1,445	2,925	3,031
TRANSPORTATION CONTRACT DEMAND (See ¶10)					**45,677**	**45,677**	**45,677**	**24,618**	**20,091**	**20,091**	**20,091**	**20,091**	**20,091**	**24,618**	**45,677**	**45,677**

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: Primary Term (See ¶11)

(For Table A)

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/ Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DGCNMALA	334503	334503	ALAMOGORDO CITY GATE													600	
DGCNMAT1	300857	320080	ANTHONY N M	496	496	496	305	185	185	185	185	185	305	496	496	100	
DSTERESA	314955	314955	DSTERESA													500	
DGCNMAT1	300857	331414	MLT ANTHONY	496	496	496	304	185	185	185	185	185	304	496	496		
DGCNMTOC	331378	331378	TRUTH OR CONSEQUENCES													600	
DPNM HRE	330052	330052	BAYARD TAKE OFF NM													165	

Agreement No. FT3FX000-FT1EPNG

EXHIBIT A CONT'D

Effective Dates: Primary Term Subject to Partial Evergreen Clause (See ¶11)

(For Table B)

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DGCNMAFT	300854	320289	LEWIS FLATS NM	296	296	402	257	226	226	226	226	226	257	296	296	50	
DGCNMAFT	300854	320292	RIO MIMBRES N M	543	543	502	472	415	415	415	415	415	472	543	543	90	
DGCNMAFT	300854	320343	PYRAMID FARMING NM	198	198	183	171	151	151	151	151	151	171	198	198	60	
DGCNMAFT	300854	320377	GOAR-PYRAMID 2 NM	198	198	183	171	151	151	151	151	151	171	198	198	20	
DGCNMAFT	300854	320466	CULBERSON VALLEY	198	198	183	171	151	151	151	151	151	171	198	198	40	
DGCNMAFT	300854	320530	ROAD FORKS	267	267	247	231	204	204	204	204	204	231	267	267	15	
DGCNMDUG	300861	320051	Rodeo 1 NM	49	71	37	23	24	23	16	16	14	10	15	38	35	
DGCNMDUG	300861	320247	Animas NM	424	354	302	130	189	186	163	166	181	34	76	461	55	
DGCNMDUG	300861	320285	Red Mountain	99	142	37	23	24	23	25	24	28	19	38	77	45	
DGCNMDUG	300861	320288	Deming Farm Area	1,104	919	1,430	878	1,225	1,208	1,276	1,234	1,082	756	1,193	1,197	150	
DGCNMDUG	300861	320363	Richards, I. B.	99	142	46	23	24	23	16	24	28	19	23	77	20	
DGCNMDUG	300861	320366	Alba, Rosalio	7	6	9	6	8	8	8	24	7	5	8	8	10	
DGCNMDUG	300861	320420	Deming Gin Tap	170	248	82	23	39	46	8	47	49	29	53	131	40	
DGCNMDUG	300861	330159	Animas Farm District	707	590	916	562	786	774	817	791	694	485	764	767	100	
DGCNMDUG	300861	331409	MLT- Deming	417	612	202	96	126	155	114	119	368	412	902	315		
DGCNMDUG	300861	331410	Mainline Taps	49	41	64	39	55	54	57	55	49	34	53	54		
DGCNMELP	300862	320301	McGregor Range	600	624	727	441	580	580	580	580	551	422	710	655	25	
DGCNMELP	300862	320320	Berino NM	208	217	252	132	174	174	174	174	331	253	372	343	80	
DGCNMELP	300862	320600	Bejarano Tap Order	247	257	299	132	70	70	70	70	66	127	292	270		

DGCNMEP1	331976	331976	SUNLAND PARK													200	
DPNM HUR	300990	320402	Reese Mining & MFG Co	85	85	85	33	32	32	32	32	32	33	85	85	20	
DPNM HUR	300990	330054	Silver City New Mexico	7,016	7,016	7,016	3,279	1,714	1,714	1,714	1,714	1,714	3,279	7,016	7,016	125	
DPNM TYR	320490	320490	Tyrone Subdivision NM													60	
CONTRACT METER QUANTITY (CMQ(s))				**13,973**	**14,016**	**14,196**	**7,902**	**6,738**	**6,738**	**6,738**	**6,738**	**6,862**	**7,999**	**14,292**	**14,186**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C.
and
New Mexico Gas Company, Inc.
(Shipper)
Dated: June 22, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶9	(1a)			

Agreement No. FT3FX000-FT1EPNG

EXHIBIT B CONT'D

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $7.6632 per Dekatherm per Month during calendar year 2021, $7.6967 per Dekatherm per Month during calendar year 2022, $7.7306 per Dekatherm per Month during calendar year 2023, $7.7648 per Dekatherm per Month during calendar year 2024, $7.7993 per Dekatherm per Month during calendar year 2025, $7.8342 per Dekatherm per Month during calendar year 2026, $7.8694 per Dekatherm per Month during calendar year 2027, and $7.9050 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the Partial Evergreen Clause in Paragraph 11(c) of the Agreement for the Table B Capacity to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C of Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be $7.5746 per Dekatherm per Month for November and December 2028, and thereafter on January 1 of each Year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be $7.6503 per Dekatherm per Month which is the product of $7.574612 multiplied by 1.01 (which is $7.650358) rounded to the 4th decimal. For purpose of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-3

Agreement No. FT3FY000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

NEW MEXICO GAS COMPANY, INC.
(Shipper)

Dated: June 18, 2020

Agreement No. FT3FY000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 18, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **NEW MEXICO GAS COMPANY, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. FT3FY000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
551	November - March
140	April - October

11. ***Term of Agreement:***

(a) Effective Date. Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3FY000-FT1EPNG), Contract No. FT3FV000-FT1EPNG (dated June 16, 2020), Contract No. FT3FW000-FT1EPNG (dated June 18, 2020) and Contract No. FT3FX000-FT1EPNG (dated June 22, 2020) (collectively these agreements are referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2021; (b) the first Day of the Month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 11. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, each of the agreements comprising the Contract Package shall not become effective and shall be null and void unless the Parties within ten (10) Business Days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify one or more of the agreements comprising the Contract Package to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first Day of the Month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully modify one or more of the agreements comprising the Contract Package, they shall subsequently seek FERC approval and/or acceptance of the modified Contract Package, and each of the agreements comprising the Contract Package will become effective on the first Day of the Month after FERC accepts and/or approves the renegotiated agreements comprising the Contract Package in their entirety and without any modification or condition. Until FERC's approval and/or acceptance of each of the agreements comprising the Contract Package, either as originally filed or as modified hereunder, in their entirety and without further modification(s) or condition(s), Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the agreements comprising the Contract Package.

(b) Primary Term. The Primary Term of this Agreement shall begin on the Effective Date and end on October 31, 2028.

(c) Unilateral Evergreen. After the Primary Term, this Agreement shall continue in full force and effect from Year to Year and thereafter unless terminated by a written 365-Day notice from Shipper to Transporter.

(d) Contractual ROFR. A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

Agreement No. FT3FY000-FT1EPNG

12. ***Notices, Statements, and Bills:***

To Shipper: New Mexico Gas Company, Inc.
P. O. Box 97500 – MS #BC5
Albuquerque, NM 87199-7500
Attn: Contract Administration

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend and extend the following agreement between the Parties with the changes to be effective on the Effective Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3FY000-FT1EPNG, originally dated January 1, 2016.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

15. Upon the Effective Date of Transporter's Agreement No. FT3FY000-FT1EPNG dated January 1, 2016 as that term is defined in that agreement, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

NEW MEXICO GAS COMPANY, INC.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. FT3FY000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 18, 2020

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/ Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
KEYSTONE	302132	DWGI EP1	330796	SS1	400	400	400	100	100	100	100	100	100	100	400	400	265	
KEYSTONE	302132	DWGI AT2	320491	SS1	151	151	151	40	40	40	40	40	40	40	151	151	35	
TRANSPORTATION CONTRACT DEMAND					**551**	**551**	**551**	**140**	**140**	**140**	**140**	**140**	**140**	**140**	**551**	**551**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
NEW MEXICO GAS COMPANY, INC.
(Shipper)
Dated: June 18, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	IRIOPUER DGCNMALA DGCNMFAR DGCNMDUG IGCNMKTZ IGLPGCNM IGCNMLSK DGCNMAFT DGCNMGAL DGCNMSJT DGCNMSJX DGCNMELP DPNMTATU DPNM HUR DGCNMEP1 DPNM HRE DPNM TYR DGCNMTOC DGCNMAT1 DSTERESA IKEYSTOR DWGI EP1 DWGI AT2 DODOEDEL	301797 334503 330088 300861 314193 303962 301530 300854 300866 300869 300870 300862 300992 300990 331976 330052 320490 331378 300857 314955 301595 330796 320491 48864	See ¶11	(1a)			

Agreement No. FT3FY000-FT1EPNG

EXHIBIT B CONT'D

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $6.1219 per Dekatherm per Month during calendar year 2021, $6.1831 per Dekatherm per Month during calendar year 2022, $6.2450 per Dekatherm per Month during calendar year 2023, $6.3074 per Dekatherm per Month during calendar year 2024, $6.3705 per Dekatherm per Month during calendar year 2025, $6.4342 per Dekatherm per Month during calendar year 2026, $6.4985 per Dekatherm per Month during calendar year 2027, and $6.5635 per Dekatherm per Month during the period January 1, 2028 through October 31, 2028. If Shipper has not exercised its rights pursuant to the evergreen clause in Paragraph 11(c) of this Agreement to terminate this Agreement at the end of the Primary Term (i.e., October 31, 2028), the reservation rate shall become a discounted rate pursuant to Section 4.17 of the GT&C Transporter's Tariff. The discounted rate applicable after the end of the Primary Term (i.e., beginning on November 1, 2028) shall be the Escalated Rate as defined in this footnote. The Escalated Rate shall be $6.5635 per Dekatherm per Month for November 2028 and December 2028 and thereafter on January 1 of each year be the Escalated Rate applicable in the previous calendar year increased by one (1) percent rounded to the fourth (4th) decimal for each following calendar year. For example, on January 1, 2029 for calendar year 2029, the Escalated Rate shall be $6.6292 per Dekatherm per Month which is the product of $6.563521 multiplied by 1.01 (which is $6.629156) and rounded to the 4th decimal. For purposes of clarity, the discounted rate shall be subject to the applicable maximum and minimum rates pursuant to Section 4.17 of the GT&C of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-3

Agreement No. FT3H4000

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Comisión Federal de Electricidad

Dated: April 1, 2017

Agreement No. FT3H4000

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **COMISIÓN FEDERAL DE ELECTRICIDAD**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes__X__ No_____

9. ***Term of Agreement:*** Beginning: April 1, 2017
   Ending: September 30, 2035

   Construction of Facilities:

   The Parties recognize that Transporter must construct the additional facilities in order to provide a portion of the transportation service for Shipper under this Agreement that may include the following, which will be hereinafter collectively referred to as the ("Expansion Project"):

   (a) an approximately seventeen (17) mile, thirty-inch (30") diameter loop of Transporter's Line No. 1100 between Hueco and El Paso, Texas; and

(b) incremental compression of approximately 13,220 ISO horsepower to be constructed near Transporter's existing Deming Compressor Station located in Luna County, New Mexico; and

(c) incremental compression of approximately 13,220 ISO horsepower to be constructed near Transporter's existing Willcox Compressor Station located in Cochise County, Arizona.

Transporter's obligation to expand its system and provide firm transportation service, as described in this Agreement, are expressly made subject to the following conditions precedent, which conditions are solely for the benefit of Transporter and only Transporter shall have the right to waive such conditions:

(a) The receipt of all necessary regulatory approvals, permits, and other authorizations required for the construction and operation of the Expansion Project, if required, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition; and

(b) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Expansion Project facilities, in a form and substance satisfactory to Transporter in its sole discretion, provided that Transporter has made good faith, commercially reasonable efforts to meet this condition.

If the immediately preceding conditions precedent ("Conditions") are not fully satisfied, where applicable, by the dates specified herein, then Transporter may terminate this Agreement, by providing Shipper with thirty (30) days' advance written notice of such termination, during which time Transporter shall exercise commercially reasonable efforts to satisfy the Conditions. If at the expiration of the 30-day cure period the Conditions remain unsatisfied, Transporter may terminate this Agreement without liability of any kind to Shipper.

10. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties:
Agreement No. FT3H4000 originally dated April 1, 2017 (which was fully executed but had not yet become effective), which superseded and canceled the following agreement(s) between the parties:
Agreement No. FT3CN000 originally dated October 1, 2020 as last amended and restated by agreement dated July 1, 2020,
Agreement No. FT3DP000 originally dated November 1, 2014 as last amended and restated by agreement dated July 30, 2015, and
Agreement No. FT3DQ000 originally dated November 1, 2014 as last amended and restated by agreement dated July 30, 2015.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
261,747	April 1, 2017 through the later of June 30, 2020 or the In-Service Date of the Expansion Project
271,000	The later of July 1, 2020 or the In-Service Date of the Expansion Project through September 30, 2035

Agreement No. FT3H4000

Subject to this Paragraph 11, "In-Service Date" shall mean the date (i) the Expansion Project is completed and ready for service, and (ii) Transporter is authorized to place the Expansion Project into service. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

Shipper shall have a contractual right of first refusal at the end of the initial term of this Agreement, and any extensions thereof, to be administered in accordance with the notice provisions in Section 4.14 of the General Terms and Conditions of the Tariff.

12. ***Notices, Statements, and Bills:***

To Shipper: Comisión Federal de Electricidad
Periferico Sur No. 4156. Piso 7
Col. Fuentes del Pedregal, C.P. 01900
Ciudad de México
México
Attn: José Guadalupe Valdéz García, Subdirección de Energéticos

To Transporter: See "Points of Contact" in the Tariff.

13. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

14. ***Creditworthiness:*** Within thirty (30) days following the execution of this Agreement, Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Section 14(a) Shipper"), then the Section 14(a) Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this Section 14(a).

If at any time during the term of this Agreement, a Section 14(a) Shipper's S&P or Moody's rating falls below the levels described above, or a Section 14(a) Shipper becomes unrated or otherwise fails to satisfy the requirements of this Section 14(a), then for the time period that the Section 14(a) Shipper's ratings are below that level or a Section 14(a) Shipper is unrated or is otherwise unable to satisfy the requirements of this Section 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in Section 14(b) below. If a Section 14(a) Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Section 14(a) Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this Section 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in Section 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in Section 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter equal to the greater of one (1) year, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in Section 14(a) above, then, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) business days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(e) Notwithstanding any statement to the contrary set forth elsewhere in this Section 14, Shipper shall at no time during the term of this Agreement be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

16. ***Arbitration:*** Any dispute, controversy or claim (collectively, "Disputes") arising out of or in connection with this Agreement, including, without limitation, the formation, validity, enforceability or termination of the Agreement and of this agreement to arbitrate, which cannot be settled amicably by the Parties shall be referred to and finally resolved exclusively through binding arbitration under the Arbitration Rules of the London Court of International Arbitration ("LCIA"), which Rules are deemed to be incorporated by reference into this Agreement. The number of arbitrators shall be three. The two arbitrators nominated by the Parties shall, following their appointment, nominate the third and presiding arbitrator, and they may consult with their respective nominating Party in making the said nomination. The arbitration shall be conducted, and the award rendered, solely in the English language. The seat, or legal place, of arbitration shall be Houston, Texas, and the hearings shall be held there unless all Parties consent to hold them elsewhere. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE VENUE OF THE SEAT OF THE ARBITRATION. THE ARBITRATORS SHALL HAVE NO AUTHORITY TO AWARD TREBLE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE UNDER ANY CIRCUMSTANCES REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER COLORADO LAW. The arbitrators may render one or more final awards and each such award shall be final and binding upon the Parties, who hereby waive any appeal or challenge of such decision. The arbitrators shall endeavor to render an award disposing of all issues in dispute no later than one hundred-eighty (180) days after their appointment, although the arbitrators may extend that

time on their own or on application of any Party if they, in their sole discretion, determine there is good cause for such an extension. If a Dispute exists each Party shall bear 50% of the expenses of the arbitrators. Notwithstanding the foregoing to the contrary, the prevailing Party shall be entitled to its reasonable attorney's fees and legal costs, including without limitation expert fees and the costs and fees of the LCIA and the arbitrators. The Parties irrevocably agree to the non-exclusive jurisdiction of the state and federal courts in Houston, Texas, for the purposes of enforcing this agreement to arbitrate and any award issued by the arbitrators.

17. ***Assignment:*** Neither this Agreement nor the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party, as applicable, and any such assignment that is not consented to shall be null and void; provided, however, that a Party may assign this Agreement to a wholly-owned subsidiary or affiliate upon written notice to the other Party if (a) the affiliate satisfies the minimum credit rating standards set forth in Section 14(a) of this Agreement or (b) the assigning Party provides and maintains, on behalf of the affiliated assignee, one of the credit support forms set forth in Section 14(b).

18. ***Limitation of Liability***: IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

COMISIÓN FEDERAL DE ELECTRICIDAD

By_____
José Guadalupe Valdéz García
Subdirector de Energéticos
Subdirección de Energéticos

Date_____

By_____
Javier Gutiérrez Becerril
Subdirector de Modernización y Nuevas Áreas de Oportunidad
Subdirección de Modernización y Nuevas Áreas de Oportunidad

Date_____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____
David R. DeVeau
Vice President

Date_____

Agreement No. FT3H4000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

Effective Dates: If the in-service date of Pecos Trail interconnect is on or before April 1, 2017, then from April 1, 2017, through October 31, 2017, or if the in-service date of the Pecos Trail interconnect is after April 1, 2017, but before October 31, 2017, then from the in-service date of Pecos Trail interconnect through October 31, 2017

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	ISAMLELP	233682	NS1				100,000	100,000	100,000	100,000	100,000	100,000	100,000				
WAHA	216752	ISAMLELP	233682	SS1				64,747	64,747	64,747	64,747	64,747	64,747	64,747				
KEYSTONE	216750	DCCTSHLL	1261293	SS1				47,000	47,000	47,000	47,000	47,000	47,000	47,000				
IMNDZTRL	1400249	Pecos Trail 3/	TBD	VA				50,000	50,000	50,000	50,000	50,000	50,000	50,000				
TRANSPORTATION CONTRACT DEMAND								**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**				

Effective Dates: If the in-service date of Pecos Trail interconnect is after April 1, 2017, then from April 1, 2017, through the earlier of in-service date of the Pecos Trail interconnect or October 31, 2017

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	ISAMLELP	233682	NS1				100,000	100,000	100,000	100,000	100,000	100,000	100,000				
WAHA	216752	ISAMLELP	233682	SS1				64,747	64,747	64,747	64,747	64,747	64,747	64,747				
KEYSTONE	216750	DCCTSHLL	1261293	SS1				97,000	97,000	97,000	97,000	97,000	97,000	97,000				
TRANSPORTATION CONTRACT DEMAND								**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**				

Agreement No. FT3H4000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

Effective Dates: If the in-service date of Pecos Trail interconnect is on or before November 1, 2017, then from November 1, 2017, through December 31, 2018, or if the in-service date of the Pecos Trail interconnect is after November 1, 2017, but before December 31, 2018, then from the in-service date of Pecos Trail interconnect through December 31, 2018

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	ISAMLELP	233682	NS1	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995		
BLANCO	216748	DSCALEHR	42124	NS1	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005		
WAHA	216752	ISAMLELP	233682	SS1	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747		
WAHA	216752	DCCTSHLL	1261293	SS1	11,000	11,000	11,000								11,000	11,000		
KEYSTONE	216750	DCCTSHLL	1261293	SS1	36,000	36,000	36,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	36,000	36,000		
IMNDZTRL	1400249	Pecos Trail 3/	TBD	VA	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**		

Effective Dates: If the in-service date of Pecos Trail interconnect is after November 1, 2017, then from November 1, 2017, through the earlier of in-service date of the Pecos Trail interconnect or December 31, 2018

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	ISAMLELP	233682	NS1	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995	28,995		
BLANCO	216748	DSCALEHR	42124	NS1	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005	71,005		

WAHA	216752	ISAMLELP	233682	SS1	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747		
WAHA	216752	DCCTSHLL	1261293	SS1	11,000	11,000	11,000								11,000	11,000		
KEYSTONE	216750	DCCTSHLL	1261293	SS1	86,000	86,000	86,000	97,000	97,000	97,000	97,000	97,000	97,000	97,000	86,000	86,000		
TRANSPORTATION CONTRACT DEMAND					**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**		

Agreement No. FT3H4000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

Effective Dates: If the in-service date of Pecos Trail interconnect is on or before January 1, 2019, then from January 1, 2019, through the later of June 30, 2020 or the in-service date of the Expansion Project, or if the in-service date of the Pecos Trail interconnect is after January 1, 2019, but before the later of June 30, 2020 or the in-service date of the Expansion Project, then from the in-service date of the Pecos Trail interconnect through the later of June 30, 2020 or the in-service date of the Expansion Project

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	ISAMLELP	233682	NS1	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969		
BLANCO	216748	DSCALEHR	42124	NS1	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031		
WAHA	216752	ISAMLELP	233682	SS1	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747		
WAHA	216752	DCCTSHLL	1261293	SS1	11,000	11,000	11,000								11,000	11,000		
KEYSTONE	216750	DCCTSHLL	1261293	SS1	36,000	36,000	36,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	36,000	36,000		
IMNDZTRL	1400249	Pecos Trail 3/	TBD	VA	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**		

Effective Dates: If the in-service date of Pecos Trail interconnect is after January 1, 2019, then from January 1, 2019, through the earlier of (a.) in-service date of the Pecos Trail interconnect or (b.) the later of June 30, 2020 or the in-service date of the Expansion Project

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		

BLANCO	216748	ISAMLELP	233682	NS1	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969	14,969		
BLANCO	216748	DSCALEHR	42124	NS1	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031	85,031		
WAHA	216752	ISAMLELP	233682	SS1	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747	64,747		
WAHA	216752	DCCTSHLL	1261293	SS1	11,000	11,000	11,000								11,000	11,000		
KEYSTONE	216750	DCCTSHLL	1261293	SS1	86,000	86,000	86,000	97,000	97,000	97,000	97,000	97,000	97,000	97,000	86,000	86,000		
TRANSPORTATION CONTRACT DEMAND					**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**	**261,747**		

Ex. A-3

Agreement No. FT3H4000

EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

Effective Dates: If the in-service date of Pecos Trail interconnect is on or before the later of July 1, 2020 or the in-service date of the Expansion Project, then from the later of July 1, 2020 or the in-service date of the Expansion Project, through September 30, 2035, or if the in-service date of the Pecos Trail interconnect is after the later of July 1, 2020 or the in-service date of the Expansion Project, but before September 30, 2035, then from the in-service date of Pecos Trail interconnect through September 30, 2035

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
BLANCO	216748	DSCALEHR	42124	NS1	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900		
BLANCO	216748	DSNJQUIN	1395065	NS1	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100		
WAHA	216752	DSNJQUIN	1395065	SS1	85,000	85,000	85,000	74,000	74,000	74,000	74,000	74,000	74,000	74,000	85,000	85,000		
KEYSTONE	216750	DSNJQUIN	1395065	SS1	36,000	36,000	36,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	36,000	36,000		
IMNDZTRL	1400249	Pecos Trail 3/	TBD	VA	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**		

Effective Dates: If the in-service date of Pecos Trail interconnect is after the later of July 1, 2020 or the in-service date of the Expansion Project, then from the later of July 1, 2020 or the in-service date of the Expansion Project, through the earlier of in-service date of the Pecos Trail interconnect or September 30, 2035

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity - D Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		

BLANCO	216748	DSCALEHR	42124	NS1	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900	87,900		
BLANCO	216748	DSNJQUIN	1395065	NS1	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100	12,100		
WAHA	216752	DSNJQUIN	1395065	SS1	85,000	85,000	85,000	74,000	74,000	74,000	74,000	74,000	74,000	74,000	85,000	85,000		
KEYSTONE	216750	DSNJQUIN	1395065	SS1	86,000	86,000	86,000	97,000	97,000	97,000	97,000	97,000	97,000	97,000	86,000	86,000		
TRANSPORTATION CONTRACT DEMAND					**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**	**271,000**		

Shipper's Transportation Contract Demand: See Paragraph 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.

3/ Transporter plans to construct a new interconnect between the facilities of Transporter and the proposed Trans-Pecos Pipeline outside Fort Stockton, Texas as more fully described in Docket No. CP15-500 (herein referred to as "Pecos Trail").

Ex. A-4

Agreement No. FT3H4000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Comision Federal de Electricidad (Shipper)
Dated: April 1, 2017

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	April 1, 2017 - September 30, 2035	(1a)			

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	216822 216823 216824	DPMEXWIL DSCALEHR ISAMLELP IWILCOXD INORBAJA DCCTSHLL DSNJQUIN Pecos Trail	490 42124 233682 295510 301068 1261293 1395065 TBD	April 1, 2017 - September 30, 2035	(1a); provided, however, that for transportation from any Alternate Receipt Point(s) to ISAMLELP and DCCTSHLL, up to the point-specific Maximum Quantities set forth in Exhibit A, the Reservation Rate will be the rate set forth in Footnote (1a), and for transportation from any Alternate Receipt Point(s) to ISAMLELP and DCCTSHLL, in excess of the point-specific Maximum Quantities set forth in Exhibit A, the Reservation Rate shall be the rate set forth in Footnote (1)			

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a fixed negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be $7.9083 per Dekatherm per month.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-1

Agreement No. 613904-FH8EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

El Paso Natural Gas Company, L.L.C.

and

Arizona Public Service Company
(Shipper)

Dated: October 7, 2019

Agreement No. 613904-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: October 7, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Eight Hour Peaking "FTH-8"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 613904-FH8EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
42,374	April
27,843	May
19,494	June
4,751	July
1,078	August
12,751	September
34,794	October

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2020
Ending: October 31, 2027

A contractual right of first refusal shall apply to this Agreement pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St., MS 9831
Phoenix, AZ 85004
Attn: Fuels Procurement

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. H822G000-FH8EPNG, originally dated April 1, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Agreement No. 613904-FH8EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA PUBLIC SERVICE COMPANY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2019.	_____ day of _____, 2019.

Agreement No. 613904-FH8EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 7, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BLANCO	300714	DAPS PHX	300777	NS3				42,374	27,843	19,494	4,751	1,078	12,751	34,794		
TRANSPORTATION CONTRACT DEMAND								**42,374**	**27,843**	**19,494**	**4,751**	**1,078**	**12,751**	**34,794**		

EXHIBIT A
(cont.)

Effective Dates: April 1, 2020 - October 31, 2027

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M													490	
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH				42,374	27,843	19,494	4,751	1,078	12,751	34,794			400	
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH													250	268
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
TOTAL	0	0	TOTAL				42,374	27,843	19,494	4,751	1,078	12,751	34,794				

EXHIBIT A
(cont.)

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 613904-FH8EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 7, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	April 1, 2020 – March 31, 2021	(1a)			
As listed in Exhibit A	As listed in Exhibit A	April 1, 2021 – October 31, 2027	(1b)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	DAPS PHX	300777	April 1, 2020 – March 31, 2021	(1a)			
STML ANA STML PER STML SJN	302344 302346 302347	ICPSOUTH DAPS PHX IHARQULA IGRIFFTH DAPS YUM	314991 300777 314988 320614 330458	April 1, 2021 – October 31, 2027	(1b)			

Agreement No. 613904-FH8EPNG

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $21.5959 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-H reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $20.0750 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-H reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The negotiated reservation rate also shall be applicable to any Alternate Delivery Point listed in the table immediately above in this Exhibit B that Shipper successfully re-designates to become a Primary Delivery Point pursuant to the applicable provisions of the then effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Agreement No. 620082-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Agreement No. 620082-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 17, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **EXXONMOBIL OIL CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes __X__ No_____

Agreement No. 620082-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
100,000	January 1, 2024 - September 24, 2029

11. ***Term of Firm Transportation Service:*** Beginning: January 1, 2024
Ending: September 24, 2029

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
EXXONMOBIL OIL CORPORATION
22777 SPRINGWOODS VILLAGE PARKWAY
SPRING, TX 77389
Attn: XTO Marketing Contract Admins

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a “Rated Shipper”), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody’s to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time during the term of this Agreement, a Rated Shipper’s S&P or Moody’s rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper’s ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody’s rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of three (3) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**EXXONMOBIL OIL CORPORATION**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. 620082-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EXXONMOBIL OIL CORPORATION
(Shipper)

Dated: November 17, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IZORRO	49027	IMNDZTRL	48148	VA	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000		
ICOWBOYR	54431	IMNDZTRL	48148	VA	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000		
TRANSPORTATION CONTRACT DEMAND					**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 620082-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
EXXONMOBIL OIL CORPORATION
(Shipper)
Dated: November 17, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	1a/				

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302132 KEYSTONE 50506 IANGELES 302304 IHYBENDM 301814 IJALCPLX 314598 IWARMONU 314897 ILINAM 48454 ISANDBND 48862 IBOUNDSR 48279 IROCKDOV 301560 IGRAMARI 301641 IMCHRNCH 301676 INGPLLEA 334823 INUVISTA 334853 ICRAWFRD 334862 IROJOGRN 358846 IPINCPD2 377003 IWAREUNI 49027 IZORRO 334863 ITRICRWN 800911 IREDBLUF 800908 IRAMSEYS 54431 ICOWBOYR	53931 WAHA BI-DI ROLLUP 302136 KEYTRAN 48148 IMNDZTRL 47835 DJMSLAKE 47838 DMARTINB 47839 DEMBARBS 47929 DSEMDRAW 48149 DQUAILRN 48155 DFOXHILL 48280 DROCKDOV 48713 DEMMADEL 48738 DPITBULL 48801 DTEMPIGR 48860 DGIDDING 49074 DBLAKEDR 49085 DCARLSBD 49548 DJALALLY 49549 DEAGLDEL 49637 DCATFISH 49652 DSALTCRK 49654 DCYPRESS 49715 DHOGGDEL	See ¶11	1a/				

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302132 KEYSTONE 50506 IANGELES 302304 IHYBENDM 301814 IJALCPLX 314598 IWARMONU 314897 ILINAM 48454 ISANDBND 48862 IBOUNDSR 48279 IROCKDOV 301560 IGRAMARI 301641 IMCHRNCH 301676 INGPLLEA 334823 INUVISTA 334853 ICRAWFRD 334862 IROJOGRN 358846 IPINCPD2 377003 IWAREUNI 49027 IZORRO 334863 ITRICRWN 800911 IREDBLUF 800908 IRAMSEYS 54431 ICOWBOYR	49748 DPECSTRL 49774 DWHTHORN 49775 DSALDRWD 49809 DHIGHROL 49820 DGPMMRTN 49865 DALLREDD 49961 DPINCPD2 49986 DPEGASUS 49987 DHADACOL 50018 DSTKHLDR 50053 DRZRSHRP 50647 DARMDILO 53626 STERLING 53777 DELRYDEL 53595 BENEDUM 300834 DENSODIS 300837 DENSOJAL 300838 DENSOMID 300839 DENSOSJX 300841 DENSOSUT 300891 DGPMHOBS 300910 DJAL JAL 300912 DJALCPLX 300954 DP-PFUEL 300992 DPNMTATU 301056 DSUG CRN 301062 DSUG KWX 301215 DWTG DIS 301220 DWTG JAL 301321 IARCOPUC 301375 ICABHOBS 301530 IGCNMLSK 301560 IGRAMARI 301595 IKEYSTOR 301620 ILONESTR 301621 ILONEWA 301641 IMCHRNCH 301657 IMLWAHA 301678 INGPLUSK 301701 IOASISWA 301705 IOWNRNCH 301908 DWILSDEL 301938 IUTDOLHD 301945 IVALEROW 301952 IW40-043	See ¶11	1a/			

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302132 KEYSTONE 50506 IANGELES 302304 IHYBENDM 301814 IJALCPLX 314598 IWARMONU 314897 ILINAM 48454 ISANDBND 48862 IBOUNDSR 48279 IROCKDOV 301560 IGRAMARI 301641 IMCHRNCH 301676 INGPLLEA 334823 INUVISTA 334853 ICRAWFRD 334862 IROJOGRN 358846 IPINCPD2 377003 IWAREUNI 49027 IZORRO 334863 ITRICRWN 800911 IREDBLUF 800908 IRAMSEYS 54431 ICOWBOYR	302075 IWESTARW 302250 PLNSTRAN 302407 WAHATRAN 302803 DGPMGOLD 303930 DAMSLAFL 303953 DSUNDOWN 314109 DAMOCDIS 314416 DSHELSJX 314430 INN30PLA 314435 ITXGROBE 314464 DREVSGNS 314547 DWANTZDP 314874 DKERMFUL 314889 WTGREEVS 314943 DWILSDL1 314999 DNUSUPCO 315319 DTERFUEL 315391 DCORNELL 316115 DHOBSON 316116 DGDNITBY 320214 DWHITDIS 320431 DRAM MID 320474 DWTG SJX 320499 DWTG GLD 320615 IODESAEC 326482 DLEVEMER 327707 DANGLYFM 330090 DPLTXDIS 330336 DWTG LLN 330662 DPLNSDIS 330727 DMORTDIS 330804 DDENVJAL 330901 DWSTRGLD 331543 DWTG KWX 333466 DWTGFUEL 333500 DJWMILLR 333520 DOXY DIS 334792 DGGSIKEY 334841 DHOBBSPP 334854 DMOUNTN 334859 DAVALON 334871 DBENRNCH 334872 DVILFARM 334875 DGOLDHMR 334880 DWSTRDIS	See ¶11	1a/			

EXHIBIT B (CONT'D)
(Table Cont'd)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
	335357 DTEX JAL						
	335442 DGPMFULT						
	335444 DPHCRAFL						
	341044 IW41-044						
302132 KEYSTONE	341054 IW41-054						
50506 IANGELES	341056 IW41-056						
302304 IHYBENDM	341062 IW41-062						
301814 IJALCPLX	341106 IW41-106						
314598 IWARMONU	341130 IW41-130						
314897 ILINAM	341133 IW41-133						
48454 ISANDBND	341157 DENSOGLD						
48862 IBOUNDSR	341194 I41-194						
48279 IROCKDOV	341233 DPHILSUT						
301560 IGRAMARI	341353 DWARNJAL						
301641 IMCHRNCH	341798 DPHILGLD						
301676 INGPLLEA	341920 DPHIL311	See ¶11	1a/				
334823 INUVISTA	341987 DARCODIS						
334853 ICRAWFRD	344215 DGGCHAVS						
334862 IROJOGRN	344219 IARCOMID						
358846 IPINCPD2	344245 DPHBAYVU						
377003 IWAREUNI	344246 DWTGGARD						
49027 IZORRO	344250 DPHGAINS						
334863 ITRICRWN	344251 DGULFSJX						
800911 IREDBLUF	800912 DRDBLFBY						
800908 IRAMSEYS	800925 DSODALKE						
54431 ICOWBOYR	801187 DGAINESJ						
54859 ITIGERRE	801190 DSUMADM						
	801191 DSUMAYK						
	801265 DWTGBUCK						
	801267 DTYHLAKE						
	801492 DCTNHILS						

Agreement No. 620082-FT1EPNG

EXHIBIT B (CONT'D)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.5850 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.



November 16, 2016

By E-Mail
Mr. Darren Brown
Director, Natural Gas Marketing
Pioneer Natural Resources USA, Inc.
5205 N. O'Connor Blvd., Suite 200
Irving, Texas 75039-3746

Dear Darren:

El Paso Natural Gas Company, L.L.C. ("EPNG") currently transports natural gas for Pioneer Natural Resources USA, Inc. ("Pioneer") (EPNG and Pioneer are individually referred to herein as "Party" and jointly referred to herein as "Parties") under firm transportation service agreements designated by EPNG as Contract Nos. FT36G000, FT3C3000 and FT36R000. For the mutual promises exchanged, the Parties agree to the following as provided herein ("Letter Agreement"):

1. Contemporaneously with the execution of this Letter Agreement, the Parties are executing new firm transportation service agreements that, when effective, will supersede and cancel Contract Nos. FT36G000 (to be replaced by Contract No. FT3HJ000) and FT3C3000 (to be replaced by Contract No. FT3HH000). This Letter Agreement, Contract No. FT3HJ000 and Contact No. FT3HH000 shall collectively be referred to herein as the "Contract Package." For purposes of clarity, nothing in this Letter Agreement is intended to affect in any way Contract No. FT36R000.

2. After the execution of this Letter Agreement between EPNG and Pioneer and Contract Nos. FT3HJ000 and FT3HH000, EPNG shall file this Letter Agreement, Contract No. FT3HJ000 and Contract No. FT3HH000 with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval of the non-conforming provisions and/or negotiated rates contained within those agreements within twenty (20) calendar days following such execution and use commercially reasonable efforts to make this filing on or before December 1, 2016.

El Paso Natural Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Tel. 719.473.2300

3. This Letter Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2017; (b) the first day of the month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 3. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, this Letter Agreement shall not become effective and shall be null and void unless the Parties within ten (10) business days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify the Letter Agreement and/or Contract No. FT3HJ000 and/or Contract No. FT3HH000 to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), EPNG shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the month following FERC acceptance and/or approval of such compliance filing. If the Parties successfully agree to modify the Letter Agreement, and/or Contract No. FT3HJ000 and/or Contract No. FT3HH000, they shall subsequently seek FERC approval of this modified Contract Package. Until FERC's approval and/or acceptance of the Contract Package, either as originally filed or as modified hereunder, in its entirety and without further modification(s) or condition(s), the Parties shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Contract Package.

4. Subject to Paragraphs 5.e. and 6 below, within forty-five (45) calendar days following the Effective Date of this Letter Agreement, EPNG shall pay Pioneer by wire transfer (or other mutually agreeable means) $2,879,129.31 for reservation refunds and interest in Docket No. RP10-1398-000 (a reference in this Letter Agreement to a root docket, e.g., Docket No. RP10-1398-000 shall include any sub-dockets, e.g., Docket No. RP10-1398-017) for Contract No. FT3C3000 calculated based on a monthly reservation rate of $12.5875 per Dth for Rate Schedule FT-1 for the California rate zone from April 1, 2014 through December 31, 2016 and on a payment date of January 12, 2017. If the payment occurs after January 12, 2017, EPNG will calculate the additional interest accruing using the applicable FERC interest rate and pay such interest accruing after that date until the date paid. Refunds, if any, associated with Docket No. RP10-1398-000 for Contract Nos. FT36G000, FT3HJ000 and FT3HH000 and any refunds in addition to those paid under this Paragraph 4 for Contract No. FT3C3000 are addressed by Paragraph 5 of this Letter Agreement. To be clear, Paragraph 5 of this Letter Agreement shall be the sole means by which Pioneer may recover any refunds for Contract Nos. FT36G000, FT3HJ000 and FT3HH000 and any additional refunds for Contract No. FT3C3000 associated with Docket No. RP10-1398-000 beyond those provided for by this Paragraph 4.

5. When FERC issues an order no longer subject to rehearing and appeal establishing the final reservation and usage rates in Docket No. RP10-1398-000 (the "Final Order"), such final rates

shall be referred to herein as the "Final Reservation Rate" and the "Final Usage Rate," respectively. Subject to Paragraph 6 below, refunds, if any, for Docket No. RP10-1398-000 for Contract Nos. FT36G000, FT3HJ000 and FT3HH000, and any additional refunds for Docket No. RP10-1398-000 for Contract No. FT3C3000 shall be as follows:

a. Contract No. FT36G000:

i. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT36G000 from April 1, 2012 until its termination, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from April 1, 2012 until the termination of this agreement; and

ii. Refunds, if any, associated with service under Contract No. FT36G000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

b. Contract No. FT3HJ000:

i. If the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone is lower than the monthly reservation rate of $12.5875 per Dth paid under Contact No. FT3HJ000 from its effective date until the effective date of the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Reservation Rate for Rate Schedule FT-1 service to the California rate zone and a monthly reservation rate of $12.5875 per Dth from the effective date of Contract No. FT3HJ000 until the effective date of the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone; and

ii. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT3HJ000 from its effective date until the effective date of the Final Usage Rate for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from its effective date until the effective date of the Final Usage Rate under Rate Schedule FT-1 for the California rate zone; and

iii. Refunds, if any, associated with service under Contract No. FT3HJ000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

c. Contract No. FT3C3000:

i. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT3C3000 from April 1, 2014 through its termination, EPNG shall pay Pioneer additional refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from the April 1, 2014 until the termination of this agreement; and

ii. Refunds, if any, associated with service under Contract No. FT3C3000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

d. Contract No. FT3HH000:

i. If the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone is lower than the monthly reservation rate of $12.5875 per Dth paid under Contract No. FT3HH000 from its effective date until the effective date of the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Reservation Rate for Rate Schedule FT-1 service to the California rate zone and a monthly reservation rate of $12.5875 per Dth from effective date of Contract No. FT3HH000 until the effective date of the Final Reservation Rate under Rate Schedule FT-1 for the California rate zone; and

ii. If the Final Usage Rate under Rate Schedule FT-1 for the California rate zone is lower than the actual usage rate paid under Contact No. FT3HH000 from its effective date until the effective date of the Final Usage Rate for the California rate zone, EPNG shall pay Pioneer refunds associated with this agreement based on the difference between the Final Usage Rate for Rate Schedule FT-1 service to the California rate zone and actual usage rate paid under this agreement from its effective date until the effective date of the Final Usage Rate under Rate Schedule FT-1 for the California rate zone; and

iii. Refunds, if any, associated with service under Contract No. FT3HH000 for "out-of-zone" deliveries shall be based on the difference between the reservation and usage rates actually paid and the applicable Final Reservation Rate and the applicable Final Usage Rate for Rate Schedule FT-1.

e. Refunds, if any, due under Paragraph 5 of this Letter Agreement shall be paid by wire transfer (or by other mutually agreeable means) with the applicable FERC interest rate. Subject to Paragraph 6 below, for any FERC order requiring refunds in Docket No. RP10-1398-000 that is not a Final Order, EPNG shall treat such order(s) as a Final Order for purposes of calculating and paying refunds due under this Paragraph 5 and provide those refunds when they are paid in Docket No. RP10-1398-000.

6. With regard to the payment of refunds required by Paragraphs 4 and 5 of this Letter Agreement, to the extent any applicable rate is established in any order in Docket No. RP10-1398-000 that is higher or lower than a rate used in calculating such refunds provided by EPNG to Pioneer, EPNG shall re-calculate the total refund (referred to as "New Refund") using the applicable higher or lower rates. If the New Refund is greater than the immediately preceding previously paid total refunds (i.e., EPNG has under refunded amounts to Pioneer), EPNG shall pay to Pioneer in accordance with Paragraph 5.e. the amount that the New Refund exceeds the immediately preceding paid total refunds. If the New Refund is less than the immediately preceding paid total refunds (i.e., EPNG has over refunded amounts to Pioneer), EPNG shall invoice Pioneer to recover any amounts previously over refunded by EPNG to Pioneer along with the applicable FERC interest rate using the same timing as any refunds are due to be paid shippers in Docket No. RP10-1398-000.

7. This Letter Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or by electronic transmission) each of which shall be deemed an original but all of which together shall constitute one and the same. Each party agrees that the delivery of the Letter Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Letter Agreement by the Parties to the same extent that an original signature could be used.

8. **THIS LETTER AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THIS LETTER AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE RULES CONCERNING CONFLICTS OF LAWS.**

9. This Letter Agreement is subject to the jurisdiction of the FERC. Except as provided in Paragraph 8, this Letter Agreement is subject to all applicable laws and regulations. This Letter Agreement is also subject to any and all necessary regulatory approvals.

If this Letter Agreement reflects Pioneer's understanding and agreement, please have it executed by a duly authorized individual in the space provided below. Please return two properly executed counterparts of the Letter Agreement to EPNG for its execution. EPNG shall provide you with a fully executed Letter Agreement for your files.

Sincerely,

_____

Robin J. Janes
Account Director

PIONEER NATURAL RESOURCES USA, INC.	**EL PASO NATURAL GAS COMPANY, L.L.C.**
Signature: _____	Signature: _____
Name: _____	Name: Will W. Brown
Title: _____	Title: Vice President, Business Management
Date: _____	Date: _____

Agreement No. FT3HH000

Firm Transportation Service Agreement
Rate Schedule FT-1

between

El Paso Natural Gas Company, L.L.C.

and

Pioneer Natural Resources USA, Inc.

Dated: January 1, 2017

Agreement No. FT3HH000

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **PIONEER NATURAL RESOURCES USA, INC.**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.

   Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

6. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

8. ***Negotiated Rate Agreement:*** Yes__X__ No_____

9. ***Term of Agreement:***

   Transporter shall file with the FERC for its acceptance and/or approval of this Agreement (Contract No. FT3HH000), Contract No. FT3HJ000, and a letter agreement between Transporter and Shipper (collectively referred to herein as the "Contract Package"). This Agreement shall become effective ("Effective Date") on the later of: (a) January 1, 2017; (b) the first day of the month after FERC accepts and/or approves each of the agreements comprising the Contract Package in their entirety and without any modification or condition; or (c) the Modification Date as defined in this Paragraph 9. In the event FERC approves and/or accepts one or more of the agreements comprising the Contract Package subject to modification and/or condition, this Agreement shall not become effective and shall be null and void unless the Parties within ten (10) business days from the date of the FERC order (subject to extension by mutual agreement of the Parties) either: (i) accept FERC's modifications and/or conditions; or (ii) modify the Letter Agreement and/or Contract No. FT3HH000 and/or Contract No. FT3HJ000 to address or obviate FERC's concern(s). If both Parties accept FERC's modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and the modification date ("Modification Date") shall be the first day of the month following FERC acceptance and/or approval

of such compliance filing. If the Parties successfully agree to modify the Letter Agreement, and/or Contract No. FT3HH000 and/or Contract No. FT3HJ000, they shall subsequently seek FERC approval of the modified Contract Package. Until FERC's approval and/or acceptance of the Contract Package, either as originally filed or as modified hereunder, in its entirety and without further modification(s) or condition(s), the Parties shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Contract Package.

This Agreement shall terminate on March 31, 2029.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.

10. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT3C3000 originally dated April 1, 2014.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
85,000	January 1, 2017 – March 31, 2017
137,000	April 1, 2017 – March 31, 2029

12. ***Notices, Statements, and Bills:***

To Shipper: Pioneer Natural Resources USA, Inc.
5205 N. O'Connor Blvd., Suite 200
Irving, TX 75039-3707
Attn: Jeanette Hanchey

To Transporter: See "Points of Contact" in the Tariff.

13. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. FT3HH000

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.

PIONEER NATURAL RESOURCES USA, INC.

By_____

Name_____

Title_____

Date_____

EL PASO NATURAL GAS COMPANY, L.L.C.

By_____
Will W. Brown
Vice President of Business Management

Date_____

Agreement No. FT3HH000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Pioneer Natural Resources USA, Inc. (Shipper)
Dated: June 25, 2025

Effective Dates: July 1, 2025 through October 31, 2025

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
IUTBENED	377040	INORBAJA	301693	SS1								39,000	39,000	39,000				
IEDWRDPL	47817	INORBAJA	301693	SS1							87,000	48,000	48,000	48,000				
IEDWRDPL	47817	INORBAJA	301693	SN2-NS3														
IJOYCEPL	50532	INORBAJA	301693	SS1							50,000	50,000	50,000	50,000				
IJOYCEPL	50532	INORBAJA	301693	SN2-NS3														
TRANSPORTATION CONTRACT DEMAND											**137,000**	**137,000**	**137,000**	**137,000**				

Agreement No. FT3HH000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C.
and
Pioneer Natural Resources USA, Inc. (Shipper)
Dated: June 25, 2025

Effective Dates: November 1, 2025 through March 31, 2029

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
IUTBENED	377040	INORBAJA	301693	SS1	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000		
IEDWRDPL	47817	INORBAJA	301693	SS1	10,356	95,316	98,000	98,000	98,000	98,000	98,000	98,000	98,000	98,000	98,000	24,284		
IEDWRDPL	47817	INORBAJA	301693	SN2-NS3	87,644	2,684										73,716		
TRANSPORTATION CONTRACT DEMAND					**137,000**	**137,000**	**137,000**	**137,000**	**137,000**	**137,000**	**137,000**	**137,000**	**137,000**	**137,000**	**137,000**	**137,000**		

Shipper's Transportation Contract Demand: See ¶ 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3HH000

EXHIBIT B
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Pioneer Natural Resources USA, Inc. (Shipper)
Dated: January 1, 2017

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	Effective Date as defined in ¶9 - December 31, 2023	(1a)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2024 - March 31, 2029				

Primary and Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary and Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
All EPNG Receipt Points except those requiring additional or incremental charges		All EPNG Delivery Points except those requiring additional or incremental charges		Effective Date as defined in ¶9 - December 31, 2023	(1a)			

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.

1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the Parties agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum Rate Schedule FT-1 reservation rates as set forth in Transporter's Tariff. The negotiated reservation rate shall be $12.5875 per Dekatherm per month. Provided, however, if the FERC issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower non-Article 11.2 applicable maximum recourse Rate Schedule FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Ex. B-2

Agreement No. FT3HJ000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

PIONEER NATURAL RESOURCES USA, INC.
(Shipper)

Dated: January 21, 2022

Agreement No. FT3HJ000-FT1EPNG

Transportation Service Agreement
Rate Schedule FT-1
Dated: January 21, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **PIONEER NATURAL RESOURCES USA, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The Parties recognize that Transporter will construct additional facilities in order to provide transportation service for Shipper through the construction of a new incremental receipt meter station ("Legacy Meter Station") to connect the Legacy Plant within Midland County, Texas (collectively referred to herein as the "Project Facilities") under this Agreement. On the in-service date of the Project Facilities ("In-Service Date"), the conditions related to the construction of the Legacy Meter Station shall no longer apply. Transporter's obligations under this Agreement are subject to the following conditions:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

   (iii) Construction of the Legacy Meter Station to connect with the Legacy Plant located in Midland County, Texas.

Agreement No. FT3HJ000-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
96,000	March 1, 2022 – Expiration Date, as defined in paragraph 11.

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2017
Ending: Expiration Date

"Expiration Date" shall mean (a) March 31, 2024, if the conditions of paragraph 5 are not fully satisfied prior to September 20, 2023 or (b) October 31, 2031, if the conditions of paragraph 5 are fully satisfied prior to September 20, 2023.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
PIONEER NATURAL RESOURCES USA, INC.
777 Hidden Ridge
Irving TX 75038-3802
Attn: Darren Brown

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on March 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3HJ000-FT1EPNG, last amended on December 12, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. FT3HJ000-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**PIONEER NATURAL RESOURCES USA, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2022.	_____ day of _____, 2022.

Agreement No. FT3HJ000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PIONEER NATURAL RESOURCES USA, INC.
(Shipper)

Dated: June 24, 2025

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: July 1, 2025 through July 31, 2025

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IMIDKIFF	314602	DSCALEHR	301016	SS1							34,100							
IMIDKIFF	314602	DPG&ETOP	314604	SN2							11,900							
ITLEGACY	55934	DSCALEHR	301016	SS1							50,000							
TRANSPORTATION CONTRACT DEMAND											**96,000**							

Effective Dates: August 1, 2025 through the Expiration Date

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IMIDKIFF	314602	DSCALEHR	301016	SS1	84,099	84,099	84,099	84,099	84,099	84,099	84,099	84,099	84,099	84,099	84,099	84,099		
IMIDKIFF	314602	DPG&ETOP	314604	SN2	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900	11,900		
ITLEGACY	55934	DSCALEHR	301016	SS1	1	1	1	1	1	1	1	1	1	1	1	1		
TRANSPORTATION CONTRACT DEMAND					**96,000**	**96,000**	**96,000**	**96,000**	**96,000**	**96,000**	**96,000**	**96,000**	**96,000**	**96,000**	**96,000**	**96,000**		

EXHIBIT A
(CONT.)

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3HJ000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PIONEER NATURAL RESOURCES USA, INC.
(Shipper)
Dated: January 20, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	March 1, 2022 through the earlier of the Day prior to the In-Service Date or the Expiration Date	(1a)				
As listed in Exhibit A	As listed in Exhibit A	In Service Date through March 31, 2024	(1b)				
As listed in Exhibit A	As listed in Exhibit A	April 1, 2024 through the Expiration Date	(1c)				

EXHIBIT B
(CONT.)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Authorized Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points	All EPNG Delivery Points except those requiring incremental rates, e.g., Willcox Lateral Delivery Points	March 1, 2022 through the earlier of the Day prior to the In-Service Date or the Expiration Date	(1a)				
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points	All EPNG Delivery Points except those requiring incremental rates, e.g., Willcox Lateral Delivery Points	In-Service Date through March 31, 2024	(1b)				
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points	All EPNG Delivery Points except those requiring incremental rates, e.g., Willcox Lateral Delivery Points	April 1, 2024 through the Expiration Date	(1c)				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.5875 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $ 13.0792 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $ 12.1667 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

EXHIBIT B
(CONT.)

Notes:

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. OA239000

Operator Point Aggregation Service Agreement
Rate Schedule OPAS

between

El Paso Natural Gas Company, L.L.C.

and

Arizona Public Service Company

Dated: August 1, 2017

Agreement No. OA239000

Operator Point Aggregation Service Agreement

Rate Schedule OPAS

Dated: August 1, 2017

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***DP Operator:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.

4. ***Incorporation by Reference:*** This Agreement in all respects shall be subject to the provisions of Rate Schedule OPAS and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.

5. Delivery point aggregation service shall be provided in accordance with the Tariff.

   Delivery Points: The individual delivery meters, Maximum Delivery Obligations ("MDOs") and Maximum Hourly Obligations ("MHOs") at the meter level that are subject to this Agreement are set forth in Exhibit A.

   D-Codes: The D-Codes and Maximum Delivery Quantity ("MDQ") at each D-Code subject to this Agreement are set forth in Exhibit A.

   Transporter and DP Operator agree to the use of:

   1. The identified D-Code for the purpose of nominating, scheduling, and accounting for gas quantities received by DP Operator at the identified delivery point meters; and

   2. The identified MDOs and MHOs for the purpose of defining Transporter's maximum delivery obligations on a daily and hourly basis, respectively, at the individual delivery point meters.

      In addition, Transporter and DP Operator may mutually agree to an alternate set of MDOs/MHOs pursuant to Section 2.8 of Rate Schedule OPAS.

   Exhibit A, attached to this Agreement, is hereby incorporated by reference as part of this Agreement.

6. ***Term of Agreement:*** Transporter reserved capacity (“Reserved Capacity”) including capacity associated with the MDOs/MHOs under this Agreement for a project (“Project”) identified in Notice ID 16810 posted on January 24, 2017 on the Non-Critical Notice section for the Informational Postings on Transporter’s EBB. Under the Project, Transporter would lease the Reserved Capacity to an entity as part of a project to develop several storage caverns in Pinal County, Arizona. The timing of the lease of the quantities of the Reserved Capacity may be staggered to coincide with the development of the caverns such that all of the Reserved Capacity may not be used at the same time for the Project.

   Beginning: August 1, 2017
   Ending: July 31, 2018
   (This primary term shall not be for a period longer than one year.)

Agreement No. OA239000

Subject to Paragraph 9.2(c) of the Stipulation in Docket No. RP05-422, this Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice; provided however, that if at any time after the primary term, part or all of the Reserved Capacity becomes no longer available because of its use for the Project ("Unavailability"), this Agreement shall terminate the Day before the Unavailability.

7. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Rate Schedule OPAS Agreement No. OA239000 originally dated May 1, 2017.

8. ***Notices and Statements:***

To DP Operator: Arizona Public Service Company
400 N. 5th Street, M.S. 9831
Phoenix, AZ 85072-3999
Attn: APS Fuel Procurement

To Transporter: See "Points of Contact" in the Tariff.

9. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

10. ***Governing Law:*** Transporter and DP Operator expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the day and year first set forth herein.

ARIZONA PUBLIC SERVICE COMPANY	**EL PASO NATURAL GAS COMPANY, L.L.C.**
By_____	By_____
	Will W. Brown
Name_____	Vice President – Business Management
Title_____	
Date_____	Date_____

Agreement No. OA239000

EXHIBIT A

To The
Operator Point Aggregation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (DP Operator)
Dated: August 1, 2017

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Effective Dates: August 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

Maximum Delivery Obligation ("MDO")

D-Code	Meter No.	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DAPS PHX	14551	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000
DAPS PHX	14985	N/A	N/A	N/A	N/A	100,000	100,000	100,000	100,000	100,000	100,000	N/A	N/A
DAPS PHX	32549	129,745	106,198	123,671	159,226	186,335	211,383	250,000	250,000	231,611	195,983	158,388	129,783
DAPS PHX	14552 / 14553*	129,745	106,198	123,671	159,226	186,335	211,383	255,611	271,631	231,611	195,983	158,388	129,783
DAPS PHX	14971 / 30037 / 34795*	110,100	106,198	116,200	122,000	122,000	122,000	122,000	122,000	122,000	122,000	122,000	111,500
DAPS PHX	20566 / 30596*	67,950	46,390	63,650	102,000	102,000	102,000	102,000	102,000	102,000	102,000	73,970	65,240

Maximum Hourly Obligation ("MHO")

D-Code	Meter No.	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DAPS PHX	14551	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334
DAPS PHX	14985	N/A	N/A	N/A	N/A	5,531	5,370	5,162	5,103	5,265	4,816	N/A	N/A
DAPS PHX	32549	6,290	6,290	6,290	10,417	10,417	10,417	10,417	10,417	10,417	10,417	7,201	6,290
DAPS PHX	14552 / 14553*	7,815	7,417	7,417	11,717	11,717	11,717	11,717	11,717	11,717	11,717	9,420	8,227
DAPS PHX	14971 / 30037 / 34795*	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084
DAPS PHX	20566 / 30596*	2,832	2,242	2,653	4,250	4,250	4,250	4,250	4,250	4,250	4,250	3,083	2,719

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters

Agreement No. OA239000

EXHIBIT A

To The
Operator Point Aggregation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (DP Operator)
Dated: August 1, 2017

D-Code Maximum Delivery Quantity ("MDQ"): As reflected for the appropriate D-Codes in the firm transportation service agreement(s) and as shown on Transporter's Electronic Bulletin Board including, without limitation, the categories of "Index of Customers" and "Transactional Reports."

Effective Dates: The in-service date of the upgraded Ocotillo meter through ¶6

Maximum Delivery Obligation ("MDO")

D-Code	Meter No.	January dth/d	February dth/d	March dth/d	April dth/d	May dth/d	June dth/d	July dth/d	August dth/d	September dth/d	October dth/d	November dth/d	December dth/d
DAPS PHX	14551	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000
DAPS PHX	14985	N/A	N/A	N/A	N/A	100,000	100,000	100,000	100,000	100,000	100,000	N/A	N/A
DAPS PHX	32549	129,745	106,198	123,671	159,226	186,335	211,383	250,000	250,000	231,611	195,983	158,388	129,783
DAPS PHX	14552 / 14553*	129,745	106,198	123,671	159,226	186,335	211,383	255,611	271,631	231,611	195,983	158,388	129,783
DAPS PHX	14971 / 30037 / 34795*	110,100	106,198	116,200	122,000	122,000	122,000	122,000	122,000	122,000	122,000	122,000	111,500
DAPS PHX	20566 / 30596*	67,950	46,390	63,650	102,611	110,546	112,388	115,790	119,476	110,093	102,633	73,970	65,240

Maximum Hourly Obligation ("MHO")

D-Code	Meter No.	January dth/h	February dth/h	March dth/h	April dth/h	May dth/h	June dth/h	July dth/h	August dth/h	September dth/h	October dth/h	November dth/h	December dth/h
DAPS PHX	14551	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334	4,334
DAPS PHX	14985	N/A	N/A	N/A	N/A	5,531	5,370	5,162	5,103	5,265	4,816	N/A	N/A
DAPS PHX	32549	6,290	6,290	6,290	10,417	10,417	10,417	10,417	10,417	10,417	10,417	7,201	6,290
DAPS PHX	14552 / 14553*	7,815	7,417	7,417	11,717	11,717	11,717	11,717	11,717	11,717	11,717	9,420	8,227
DAPS PHX	14971 / 30037 / 34795*	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084	5,084
DAPS PHX	20566 / 30596*	2,832	2,242	2,653	6,131	6,131	6,131	6,131	6,131	6,131	6,131	3,083	2,719

*Conditions: The MDO or MHO quantity specified is the maximum sum total for these meters

Agreement No. 612956-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

APACHE CORPORATION
(Shipper)

Dated: May 22, 2019

Agreement No. 612956-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: May 22, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **APACHE CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement, which may include certain system enhancements including piping and valve modifications near EPNG's Pit Bull Receipt Point and an interconnect with the proposed Gulf Coast Express Project previously announced by Kinder Morgan Texas Pipeline LLC ("Project Facilities"). Transporter's obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) business days' advance written notice of such termination, in which case the Prior Agreement described in Section 13 of this Agreement shall be reinstated.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

Agreement No. 612956-FT1EPNG

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
200,000	July 15, 2019 through the day preceding PCD (as defined in ¶11)
577,000	PCD through the Expiration Date (as defined in ¶11)

11. ***Term of Firm Transportation Service:***

Beginning: July 15, 2019

Ending: The 10th anniversary of the PCD ("Expiration Date")

For purposes of this Agreement, the Project Commencement Date ("PCD") will be the later of (a) the date the Project Facilities described in Section 5 of this Agreement are completed and ready for service, and Transporter is authorized to place Project Facilities into service, and (b) the in-service date of the proposed Gulf Coast Express Project previously announced by Kinder Morgan Texas Pipeline LLC.

If PCD has not occurred by October 1, 2020, Transporter and Shipper shall each have the right, but not the obligation, to terminate this Agreement by providing notice of termination to the other party on or before November 1, 2020.

A contractual right-of-first-refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
Apache Corporation
2000 Post Oak Blvd., Suite 100
Houston, TX 77056
Attn: Eric Crabtree

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. 610525-FT1EPNG, originally dated November 28, 2017.

Agreement No. 612956-FT1EPNG

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**APACHE CORPORATION**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2019.	_____ day of _____, 2019.

Agreement No. 612956-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
APACHE CORPORATION
(Shipper)

Dated: May 22, 2019

Effective Dates: July 15, 2019 through the day preceding PCD (as defined in ¶11)

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**Marc h**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IPELSPRI	49444	DPECSTRL	49748	VA	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000		
TRANSPORTATION CONTRACT DEMAND					**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**		

Effective Dates: PCD through the Expiration Date (as defined in ¶11)

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IPELSPRI	49444	New GCX delivery at Waha	TBD	VA	577,000	577,000	577,000	577,000	577,000	577,000	577,000	577,000	577,000	577,000	577,000	577,000		
TRANSPORTATION CONTRACT DEMAND					**577,000**	**577,000**	**577,000**	**577,000**	**577,000**	**577,000**	**577,000**	**577,000**	**577,000**	**577,000**	**577,000**	**577,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 612956-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
APACHE CORPORATION
(Shipper)
Dated: December 18, 2021

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	July 15, 2019 through the PCD (as defined in ¶11)	(1a)	(1e)	(1b)		
As listed in Exhibit A	As listed in Exhibit A	PCD through the Expiration Date (as defined in ¶11)	(1a)	(1e)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
WAHA	302404	GCX/EPNG WAHA BI-DI ROLLUP	53931	12/18/21 – 12/20/21					

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
IPELSPRI IPITBULL ICELERO ITYHLAKE IBLAKEDR WAHA ISALTCRK IVALERO	49444 47887 800907 801266 49073 302404 50498 301945	DPECSTRL ILONEWA IWESTARW IMNDZTRL WAHATRAN	49748 301621 302075 48148 302407	12/18/21 – 12/20/21	(1a)	(1e)			
IPELSPRI IPITBULL ICELERO ITYHLAKE IBLAKEDR ISALTCRK IVALERO	49444 47887 800907 801266 49073 50498 301945	DPECSTRL ILONEWA IWESTARW IMNDZTRL WAHATRAN GCX/EPNG WAHA BI-DI ROLLUP	49748 301621 302075 48148 302407 53931	12/18/21 – 12/20/21	(1a)	(1e)			
IPELSPRI IPITBULL ICELERO ITYHLAKE IBLAKEDR WAHA ISALTCRK IVALERO	49444 47887 800907 801266 49073 302404 50498 301945	DPECSTRL ILONEWA IWESTARW IMNDZTRL WAHATRAN GCX/EPNG WAHA BI-DI ROLLUP	49748 301621 302075 48148 302407 53931	See ¶11	(1a)	(1e)			
IPELSPRI	49444	INORBAJA DSCALEHR DSCALTOP DPG&ETOP	301693 301016 332503 314604	See ¶11	(1a)(1c)				

Agreement No. 612956-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
APACHE CORPORATION
(Shipper)
Dated: December 18, 2021

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
IPELSPRI	49444								
IPITBULL	47887								
ICELERO	800907								
ITYHLAKE	801266	IVALEROW	301945	See ¶11	(1a)(1d)	(1e)			
IBLAKEDR	49073	IOASISWA	301701						
WAHA	302404								
ISALTCRK	50498								
IVALERO	301945								

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $1.3688 per Dth per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.0450 per Dth per day which shall apply to Authorized Overrun quantities actually delivered by Transporter to Shipper (or for Shipper's account) up to 40,000 Dth per day. The rates charged under this Footnote (1b), up to the volume limitation in the preceding sentence, shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 Daily Authorized Overrun rate for the corresponding rate zone as set forth in Transporter's Tariff.

Agreement No. 612956-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
APACHE CORPORATION
(Shipper)
Dated: December 18, 2021

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.1050 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper's account) at these points. The rates charged under this Footnote (1c) shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.0500 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper's account) at these points. The rates charged under this Footnote (1d) shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff.

1e/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree the usage rate for this Agreement shall be a negotiated usage rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 usage rates for service from the applicable Primary and Alternate Receipt Points and to the Primary and Alternate Delivery Points set forth in this Exhibit B, up to the Maximum Quantity levels set forth in Exhibit A and up to the point-specific Authorized Overrun levels set forth in Footnote (1b) above. The negotiated usage rate shall be $0.0000 per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Reserved

Reserved

Reserved

Agreement No. 617961-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: September 6, 2022

Agreement No. 617961-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 6, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SEMPRA GAS & POWER MARKETING, LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 617961-FT1EPNG

10. **Recovery for Carbon Tax and Greenhouse Gas Costs**. Shipper agrees that, subject at all times ·to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
15,000	November 1, 2022 - December 31, 2047

12. ***Term of Firm Transportation Service:*** Beginning: November 1, 2022
Ending: December 31, 2047

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

13. ***Notices, Statements, and Bills:***

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

To Transporter: See “Points of Contact” in the Tariff.

14. ***Effect on Prior Agreement(s):*** N/A.

Agreement No. 617961-FT1EPNG

15. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. 617961-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SEMPRA GAS & POWER MARKETING, LLC**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2022.	_____ day of _____, 2022.

Agreement No. 617961-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: September 6, 2022

Shipper's Transportation Contract Demand: See ¶11
Effective Dates: See ¶12

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IWILCOXD	302080	INORBAJA	301693	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
TRANSPORTATION CONTRACT DEMAND					**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. 617961-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: September 6, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶12	(1a)	(1b)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	All Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	See ¶12	(1)				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

Agreement No. 617961-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $0.0000 per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

Reserved

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Reserved

Reserved

Reserved

Reserved

Agreement No. 614012-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 21, 2019

Agreement No. 614012-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 21, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SEMPRA GAS & POWER MARKETING, LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 614012-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
20,000	November - March (2019 – 2030)

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2019
Ending: October 31, 2030

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

SEMPRA GAS & POWER MARKETING, LLC

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 614012-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 21, 2019

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: November 1, 2019 – December 31, 2019

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DPG&ETOP	314604	NN1												20,000		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3														
KEYSTONE	302132	INORBAJA	301693	SS1											20,000			
TRANSPORTATION CONTRACT DEMAN															**20,000**	**20,000**		

Effective Dates: January 1, 2020 – December 31, 2020

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DPG&ETOP	314604	NN1	20,000	19,793										20,000		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3											20,000			
KEYSTONE	302132	INORBAJA	301693	SS1		207	20,000											
TRANSPORTATION CONTRACT DEMAND					**20,000**	**20,000**	**20,000**								**20,000**	**20,000**		

Agreement No. 614012-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 21, 2019

Effective Dates: January 1, 2021 – October 31, 2030

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DPG&ETOP	314604	NN1	20,000	20,000										20,000		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3											20,000			
KEYSTONE	302132	INORBAJA	301693	SS1			20,000											
TRANSPORTATION CONTRACT DEMAND					**20,000**	**20,000**	**20,000**								**20,000**	**20,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 614012-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: October 21, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶ 11	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
		DSCALEHR	301016					
		INORBAJA	301693					
		DPG&ETOP	314604					
		DSCALTOP	332503					
		IBLYTHE	314980					
		DMOJAVE	332505					
		ICADIZ DAGMOJ	301377					
STML ANA	302344	IMSQUITE	332569	See ¶ 11	(1a)			
STML PER	302346	IGRIFFTH	398670					
STML SJN	302347	IARLVALY	320614					
		KRAMER	314985					
		SIDEWNDR	332554					
		PASTORIA	332555					
		SOCWR	332553					
		LAPALOMA	332531					
			302144					

Agreement No. 614012-FT1EPNG

EXHIBIT B
(cont.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 611550-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: January 30, 2025

Agreement No. 611550-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 30, 2025

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X____ No_____

Agreement No. 611550-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
	The In-Service Date through October 31, 2047
50,000	April - October (Summer only)

For purposes of this Agreement, the in-service date of the Snowbird No. 2 Delivery Point, anticipated to be March 1, 2025, shall be referred to herein as the "In-Service Date" or "ISD."

11. ***Term of Firm Transportation Service:*** Beginning: July 9, 2020
Ending: October 31, 2047

The primary term of this Agreement is defined as July 9, 2020 through October 31, 2032 ("Primary Term").

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
P.O. Box 52025
Mail Station ISB661
Phoenix, AZ 85072-2025
Attn: Director, Supply & Trading & Fuels (Notices)
Manager, Gas Trading (Notices)
Manager Power Accounting Services (Invoices)

Federal Express Address: (Hand Deliveries, Packages)
2727 East Washington Street
Phoenix, AZ 85034-1403

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on the In-Service Date: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 611550-FT1EPNG, last amended on January 17, 2023.

Agreement No. 611550-FT1EPNG

14. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the Primary Term of this Agreement (as defined in paragraph 11), satisfaction of creditworthiness in the manner set forth below:

(i) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (a) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's or Rated Shipper has Revenue Bonds rated at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (b) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (a) of this section (i).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this section (i), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this section (i), Rated Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in section (ii) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this section (i).

(ii) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in section (i) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (a) an irrevocable, unconditional guarantee of its obligations under this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in section (i); or (b) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to one (1) year of anticipated charges under this Agreement; or (c) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(iii) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in section (i) above, then, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(iv) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) business days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

(v) Notwithstanding any statement to the contrary set forth elsewhere in this creditworthiness section, Shipper shall at no time be required to provide a guaranty or letter of credit in an amount exceeding the remaining anticipated charges under this Agreement.

Transporter will treat the financial statements provided by the Shippers as confidential.

Agreement No. 611550-FT1EPNG

15. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2025.	_____ day of _____, 2025.

Agreement No. 611550-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)

Dated: January 30, 2025

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: The ISD through October 31, 2047

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
KEYSTONE	302132	DSRP PHX	301043	SS1				50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND								**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**		

Agreement No. 611550-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: The ISD through October 31, 2047

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSRP PHX	301043	800924	MESQUITE POWER PLANT BLOCK 1														
DSRP PHX	301043	334851	SNOWBIRD DELIVERY													525	
DSRP PHX	301043	56933	SNOWBIRD 2 DELIVERY													525	
DSRP PHX	301043	334811	KYRENE POWER PLANT TURBINE														
DSRP PHX	301043	334810	KYRENE POWER PLANT														
DSRP PHX	301043	331983	SANTAN POWER PLANT				50,000	50,000	50,000	50,000	50,000	50,000	50,000			525	
DSRP PHX	301043	331798	AGUA FRIA 1														
DSRP PHX	301043	55408	AGUA FRIA 4													250	
DSRP PHX	301043	330250	AGUA FRIA 3														
DSRP PHX	301043	320557	AGUA FRIA 2														
DSRP PHX	301043	314978	DESERT BASIN POWER PLANT														
DSRP PHX	301043	56226	COPPER CROSSING DELIVERY													500	
DSRP PHX	301043	314988	HARQUAHALA POWER PLANT DEL														
CONTRACT METER QUANTITY (CMQ(s))							**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**				

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 611550-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT
(Shipper)
Dated: January 30, 2025

Primary Receipt Point	*Primary Delivery Point*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrur Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	The ISD - October 31, 2032	(1a)				
As listed in Exhibit A	As listed in Exhibit A	November 1, 2032 - October 31, 2047	(1b)				

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302346 STML PER 302347 STML SJN 302344 STML ANA	301043 DSRP PHX 398668 IGILARVR	The ISD - October 31, 2032	(1a)				
302346 STML PER 302347 STML SJN 302344 STML ANA	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	November 1, 2032 - October 31, 2047	(1b)				

Agreement No. 611550-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.7447 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 615536-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Agreement No. 615536-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SEMPRA GAS & POWER MARKETING, LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

   For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615536-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

10. **Recovery for Carbon Tax and Greenhouse Gas Costs**. Shipper agrees that, subject at all times ·to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

Agreement No. 615536-FT1EPNG

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
50,000	November 1, 2020 – October 3, 2028 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
50,000	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
50,000	January
46,875	February
45,435	March
1,389	April
695	May
11,063	June
11,073	July
9,140	August
695	September
1,390	October
44,922	November
50,000	December

12. ***Term of Firm Transportation Service:*** Beginning: November 1, 2020
Ending: October 3, 2028

13. ***Notices, Statements, and Bills:***

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

To Transporter: See "Points of Contact" in the Tariff.

14. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615035-FT1EPNG, originally dated March 23, 2020.

Agreement No. 615536-FT1EPNG

15. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. **Limitation of Liability**: IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615536-FT1EPNG

17. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SEMPRA GAS & POWER MARKETING, LLC**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. 615536-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	31,002	29,562								29,049	34,127		
KEYSTONE	302132	IWILCOXD	302080	SS1		3,125	4,565	34,127	34,127	34,127	34,127	34,127	34,127	34,127	5,078			
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	1,389	695	11,063	11,073	9,140	695	1,390	15,873	15,873		
WAHA	302404	IWILCOXD	302080	SS1				14,484	15,178	4,810	4,800	6,733	15,178	14,483				
TRANSPORTATION CONTRACT DEMAND					**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**		

Table 2

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the In-Service Date through October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127		
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873		
TRANSPORTATION CONTRACT DEMAND					**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**		

Agreement No. 615536-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	46,875	45,435	1,389	695	11,063	11,073	9,140	695	1,390	44,922	50,000		
TRANSPORTATION CONTRACT DEMAND					**50,000**	**46,875**	**45,435**	**1,389**	**695**	**11,063**	**11,073**	**9,140**	**695**	**1,390**	**44,922**	**50,000**		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**		

Agreement No. 615536-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615536-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020 – October 3, 2028	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper	(1b)	(1c)		

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of $0.0000 per Dekatherm.

Agreement No. 615536-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 615538-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Agreement No. 615538-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2026

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SEMPRA GAS & POWER MARKETING, LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

   For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615538-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X___ No_____

10. **Recovery for Carbon Tax and Greenhouse Gas Costs**. Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
44,500	October 1, 2026 - October 3, 2028
94,500	October 4, 2028 – August 31, 2054

12. ***Term of Firm Transportation Service:*** Beginning: October 1, 2026
Ending: August 31, 2054

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

Agreement No. 615538-FT1EPNG

13. ***Notices, Statements, and Bills:***

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

To Transporter: See "Points of Contact" in the Tariff.

14. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 614761-FT1EPNG, originally dated January 30, 2020.

15. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

Agreement No. 615538-FT1EPNG

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. **Limitation of Liability**: IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

17. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SEMPRA GAS & POWER MARKETING, LLC**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. 615538-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026
EXHIBIT A

Shipper's Transportation Contract Demand: See ¶11

Effective Dates: If the In-Service Date has not occurred prior to October 1, 2026, then from October 1, 2026 through the earlier of the In-Service Date or October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**		

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the later of October 1, 2026 or the In-Service Date through October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**		

Ex. A-1

Agreement No. 615538-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Effective Dates: If the In-Service Date has not occurred prior to October 4, 2028, then from October 4, 2028 through the earlier of the In-Service Date or August 31, 2054.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	WILCOXD	302080	SS1		5,906	8,628	64,500	64,500	64,500	64,500	64,500	64,500	64,500	9,597			
KEYSTONE	302132	INORBAJA	301693	SS1	64,500	58,594	55,872								54,903	64,500		
WAHA	302404	INORBAJA	301693	SS1	30,000	30,000	30,000	2,626	1,314	20,910	20,928	17,274	1,314	2,627	30,000	30,000		
WAHA	302404	WILCOXD	302080	SS1				27,374	28,686	9,090	9,072	12,726	28,686	27,373				
TRANSPORTATION CONTRACT DEMAND					**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**		

Effective Dates: If the In-Service Date is on or before October 4, 2028 or if the In-Service Date is after October 4, 2028, then from the later of October 4, 2028 or the In-Service Date through August 31, 2054.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500		
WAHA	302404	INORBAJA	301693	SS1	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000		
TRANSPORTATION CONTRACT DEMAND					**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**	**94,500**		

Agreement No. 615538-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615538-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	October 1, 2026 – August 31, 2044	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	September 1, 2044 – August 31, 2054	(1b)	(1c)		

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $11.0078 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of $0.0000 per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Agreement No. 615538-FT1EPNG

Notes:

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-2

Agreement No. 615490-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Agreement No. 615490-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SEMPRA GAS & POWER MARKETING, LLC**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

   For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615490-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No____

10. **Recovery for Carbon Tax and Greenhouse Gas Costs**. Shipper agrees that, subject at all times ·to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

Agreement No. 615490-FT1EPNG

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
44,500	November 1, 2020 – September 30, 2026 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
44,500	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
44,500	January
41,719	February
40,437	March
1,237	April
619	May
9,847	June
9,855	July
8,134	August
619	September
1,237	October
39,981	November
44,500	December

12. ***Term of Firm Transportation Service:*** Beginning: November 1, 2020
Ending: September 30, 2026

13. ***Notices, Statements, and Bills:***

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

To Transporter: See “Points of Contact” in the Tariff.

14. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615036-FT1EPNG, originally dated March 23, 2020.

Agreement No. 615490-FT1EPNG

15. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. Limitation of Liability: IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615490-FT1EPNG

17. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SEMPRA GAS & POWER MARKETING, LLC**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2020.	_____ day of _____, 2020.

Agreement No. 615490-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or September 30, 2026.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**		

Table 2

Effective Dates: If the In-Service Date is on or before September 30, 2026, then from the In-Service Date through September 30, 2026.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**		

Agreement No. 615490-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		
TRANSPORTATION CONTRACT DEMAND					**44,500**	**41,719**	**40,437**	**1,237**	**619**	**9,847**	**9,855**	**8,134**	**619**	**1,237**	**39,981**	**44,500**		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		
TRANSPORTATION CONTRACT DEMAND					**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**	**44,500**		

Agreement No. 615490-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615490-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020 – September 30, 2026	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper.	(1b)	(1c)		

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

Agreement No. 615490-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of $0.0000 per Dekatherm.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 613878-FH16EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 3, 2019

Agreement No. 613878-FH16EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: October 3, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Sixteen Hour Peaking "FTH-16"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

Agreement No. 613878-FH16EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
40,200	April – October (2021 – 2027)

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2021
Ending: October 31, 2027

A contractual right of first refusal shall apply to this Agreement pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St., MS 9831
Phoenix, AZ 85004
Attn: Fuels Procurement

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

ARIZONA PUBLIC SERVICE COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 613878-FH16EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 3, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	ICPSOUTH	314991	NN1				40,200	40,200	40,200	40,200	40,200	40,200	40,200			500	
TRANSPORTATION CONTRACT DEMAN								**40,200**	**40,200**	**40,200**	**40,200**	**40,200**	**40,200**	**40,200**				

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. 613878-FH16EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 3, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
		ICPSOUTH	314991					
STML ANA	302344	DAPS PHX	300777					
STML PER	302346	IHARQULA	314988	See ¶11	(1a)			
STML SJN	302347	IGRIFFTH	320614					
		DAPS YUM	330458					

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.1667 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-H reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The negotiated reservation rate also shall be applicable to any Secondary Delivery Point listed in the table immediately above in this Exhibit B which Shipper successfully re-designates to becomes a Primary Delivery Point pursuant to the applicable provisions of the then effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-1

Agreement No. 613881-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 3, 2019

Agreement No. 613881-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 3, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

Agreement No. 613881-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
31,200	April – October (2021 – 2027)

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2021
Ending: October 31, 2027

A contractual right of first refusal shall apply to this Agreement pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St., MS 9831
Phoenix, AZ 85004
Attn: Fuels Procurement

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

ARIZONA PUBLIC SERVICE COMPANY

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2019.

Agreement No. 613881-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 3, 2019

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	ICPSOUTH	314991	NN1				31,200	31,200	31,200	31,200	31,200	31,200	31,200			500	
TRANSPORTATION CONTRACT DEMAND								**31,200**	**31,200**	**31,200**	**31,200**	**31,200**	**31,200**	**31,200**				

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. 613881-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 3, 2019

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
		ICPSOUTH	314991					
		DAPS PHX	300777					
STML ANA	302344	IHARQULA	314988					
STML PER	302346	IGRIFFTH	320614	April	(1a)			
STML SJN	302347	DAPS YUM	330458					
		DSCALTOP	332503					
		KRAMER	332554					
		ICPSOUTH	314991					
STML ANA	302344	DAPS PHX	300777					
STML PER	302346	IHARQULA	314988	May - October	(1a)			
STML SJN	302347	IGRIFFTH	320614					
		DAPS YUM	330458					

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $9.1250 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The negotiated reservation rate also shall be applicable to any Secondary Delivery Point listed in the table immediately above in this Exhibit B which Shipper successfully re-designates to becomes a Primary Delivery Point pursuant to the applicable provisions of the then effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-1

Agreement No. 616139-FH3EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: January 27, 2021

Agreement No. 616139-FH3EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: January 27, 2021

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SOUTHWEST GAS CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Three Hour Enhanced "FTH-3"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X___ No_____

Agreement No. 616139-FH3EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
60,000	April of each Year from 2021-2034
25,000	October of each Year from 2021-2034
276,962	November of each Year from 2021-2034
276,962	January and March of each Year from 2022-2035
290,962	December of each Year from 2021-2034
290,917	February of each Year from 2022-2035

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2021
Ending: March 31, 2035

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
SOUTHWEST GAS CORPORATION
5241 Spring Mountain Road
Las Vegas, NV 89150
Attn: Vice President
Gas Resources and Energy Services

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreements between the Parties: Agreement No. 613803-FH3EPNG, originally dated September 24, 2019 and Agreement No. 613822-FH3EPNG, originally dated September 25, 2019.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2021.

SOUTHWEST GAS CORPORATION

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2021.

Agreement No. 616139-FH3EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: January 27, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DSWG PHW	301120	NS3	463	1,254										
BLANCO	300714	DSWG PHX	301122	NS3	2,976	4,352										5,218
BLANCO	300714	DSWG SJW	301129	NN1	2,782	2,782	2,782								2,782	2,782
BLANCO	300714	DSWG DG1	330023	CC1	1	24	1								542	381
BLANCO	300714	DSWG SNM	301130	CC1	388	127	39								293	485
BONDADST	300724	DSWG PHW	301120	CC1	29,066	24,179	26,467								24,227	32,444
BLANCO	300714	DSWG BSB	301087	CC1	1	6	1								380	263
KEYSTONE	302132	DSWG GIL	301105	SS1				400								
KEYSTONE	302132	DSWG S78	301126	SS1		1,000										
BLANCO	300714	DSWG N78	301115	NS3	12,910	17,831	10,454	15,300						8,598	5,515	26,752
BLANCO	300714	DSWG DUG	301092	CC1	1	30	1								80	55
BLANCO	300714	DSWG NOG	301117	NS3	4,165	5,000	3,008								5,637	5,129
BONDADST	300724	DSWG N78	301115	NS3	23,979	18,917	17,408								15,329	21,828
WAHA	302404	DSWG PHX	301122	SS1		647	639								893	
BLANCO	300714	DSWG PHW	301120	CC1	30,244	27,652	28,757								25,319	23,308
BLANCO	300714	DSWG SUP	301131	NS3	936		744								418	870
KEYSTONE	302132	DSWG WIL	301135	SS1		167										
BLANCO	300714	DSWG GIL	301105	NS3	2,144	2,147	1,571								2,068	2,091
BLANCO	300714	DSWG PHX	301122	CC1	12,605	17,284	13,887								12,507	12,086
BLANCO	300714	DSWG PHW	301120	NS2	37,275	22,026	18,498								19,987	33,588
KEYSTONE	302132	DSWG YUM	301142	SS1		387										
BLANCO	300714	DSWG AJO	301084	CC1	2	2	2								2	2
BLANCO	300714	DSWG N78	301115	CC1	4,003		3,050								5,696	676

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DSWG G-M	301100	CC1	1	1	1								1	1
BLANCO	300714	DSWG SUP	301131	CC1	1	1,913	1								551	1
BONDADST	300724	DSWG TUS	301133	NS3		19									19	
BONDADST	300724	DSWG PHW	301120	NS2	10,581	10,940	9,366								6,746	6,027
BONDADST	300724	DSWG TUS	301133	CC1	1	1	1								1	1
BLANCO	300714	DSWG DGN	301091	CC1	1	41	1								300	212
BLANCO	300714	DSWG GIL	301105	CC1	5	5	5								5	5
BLANCO	300714	DSWG TUS	301133	NS3	19		19	6,000						7,003		19
BLANCO	300714	DSWG HCH	301110	CC1	6,500	6,500	6,500								6,500	6,500
WAHA	302404	DSWG PHW	301120	SS1	1,871	1,224	1,232								1,713	1,871
BLANCO	300714	DSWG PHX	301122	NS2	8,364	12,827	13,004								12,178	11,457
BONDADST	300724	DSWG S78	301126	CC1	6,064	5,595	606								1,238	4,689
BONDADST	300724	DSWG PHX	301122	NS2	10,459	10,669	9,786								8,432	8,057
BLANCO	300714	DSWG HAY	301109	NS3	454	1,287	294								511	354
BLANCO	300714	DSWG S78	301126	NS3	15,446	16,918	9,467	14,700						9,399	4,997	18,960
BONDADST	300724	DSWG S78	301126	NS3	14,623	17,330	20,492								17,784	15,365
KEYSTONE	302132	DSWG PHW	301120	SS1	3,199	17,078	43,876	16,000							56,063	14,974
BLANCO	300714	DSWG S78	301126	CC1	1	1	1								1	1
BLANCO	300714	DSWG EUR	314589	CC1	2	2	2								2	2
BLANCO	300714	DSWG HAY	301109	CC1	466	565	531								345	508
BONDADST	300724	DSWG HCH	301110	CC1	5,667	5,667	5,667								5,667	5,667
KEYSTONE	302132	DSWG N78	301115	SS1		14,000	4,335									
BLANCO	300714	DSWG MOR	301114	CC1	11	10	1								8	10
BONDADST	300724	DSWG PHX	301122	CC1	18,530	15,492	16,693								15,535	20,684
KEYSTONE	302132	DSWG PHX	301122	SS1			6,107	7,600							13,783	
BLANCO	300714	DSWG GME	301107	CC1	1	1	1								1	1
BLANCO	300714	DSWG WIL	301135	CC1	811	902	159								1,047	975
BONDADST	300724	DSWG N78	301115	CC1	9,943	6,115	1,505								1,859	6,663
TRANSPORTATION CONTRACT DEMAND					**276,962**	**290,917**	**276,962**	**60,000**						**25,000**	**276,962**	**290,962**

Effective Dates: See ¶11

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG DG1	330023	330023	SWG AZ/EPNG (DSWG DG1) DOUGLAS NO 1													95	
DSWG EUR	314589	314589	SWG AZ/EPNG (DSWG EUR) EUROFRESH CO													500	
DSWG YUM	301142	334813	SWG AZ/EPNG AVENUE 7E DELIVERY YUMA													350	
DSWG YUM	301142	334793	SWG AZ/EPNG YUMA COGENERATION YUMA		387											350	
DSWG YUM	301142	331922	SWG AZ/EPNG YUMA WEST 20-570 LA PAZ													240	
DSWG YUM	301142	331642	SWG AZ/EPNG YUMA-MESA IRRIGATION AR													265	
DSWG YUM	301142	331584	SWG AZ/EPNG WELLTON-MOHAWK YUMA													325	
DSWG YUM	301142	330199	SWG AZ/EPNG SAUNDERS MILLS YUMA													55	
DSWG YUM	301142	330039	SWG AZ/EPNG YUMA CITY GATE YUMA													145	
DSWG YUM	301142	320601	SWG AZ/EPNG YUMA FOOTHILLS TAP YUMA													275	
DSWG YUM	301142	320534	SWG AZ/EPNG W J SMALL YUMA													90	
DSWG YUM	301142	320385	SWG AZ/EPNG ARIZONA WESTERN COLLEGE													55	
DSWG YUM	301142	320382	SWG AZ/EPNG SOMERTON YUMA													195	
DSWG YUM	301142	320331	SWG AZ/EPNG TANNER PAVING YUMA													155	
DSWG WIL	301135	331689	SWG AZ/EPNG BOWIE COCHISE	811	959	159								576	863	475	
DSWG WIL	301135	331538	SWG AZ/EPNG MAINLINE TAPS SAN SIMON														
DSWG WIL	301135	331534	SWG AZ/EPNG MAINLINE TAPS FORT GRAN														
DSWG WIL	301135	330739	SWG AZ/EPNG STEWART FARM AREA COCHI													490	
DSWG WIL	301135	330630	SWG AZ/EPNG COCHISE NO 3 COCHISE		6									67	38	390	
DSWG WIL	301135	320333	SWG AZ/EPNG PEARCE 30-640 COCHISE		39									70	46	310	
DSWG WIL	301135	320332	SWG AZ/EPNG SAN SIMON COCHISE		5									302	11	395	
DSWG WIL	301135	320011	SWG AZ/EPNG COCHISE #2 31-215 COCH		54									32	17	270	
DSWG WIL	301135	300104	SWG AZ/EPNG COCHISE NO 1 COCHISE		6											270	
DSWG TUS	301133	344227	SWG AZ/EPNG SUNBELT REFINERY PINAL				34						25				
DSWG TUS	301133	344217	SWG AZ/EPNG HERB KAI #2 PIMA													40	
DSWG TUS	301133	331686	SWG AZ/EPNG ANOS DE ORO PIMA				1,265						1,143			195 (Winter) 190 (Summer)	
DSWG TUS	301133	331092	SWG AZ/EPNG AVRA VALLEY PIMA				112						104			240	
DSWG TUS	301133	330657	SWG AZ/EPNG DUVAL CITY GATE PIMA	20	20	20	1,865						2,030	20	20	295(Winter) 290 (Summer)	
DSWG TUS	301133	330409	SWG AZ/EPNG C 19 WM BERLENBACK PINA				137						483			125	
DSWG TUS	301133	330297	SWG AZ/EPNG OLIVAS CITY GATE PIMA				729						1,073			190	
DSWG TUS	301133	330231	SWG AZ/EPNG H D MOLLOHAN PINAL													95	
DSWG TUS	301133	330225	SWG AZ/EPNG MLT TUCSON LINE 2122 PI														
DSWG TUS	301133	330224	SWG AZ/EPNG MAIN LINE TAPS TUCSON P														
DSWG TUS	301133	330066	SWG AZ/EPNG ETHINGTON NO 1 C 6 PINA				24						87			220	
DSWG TUS	301133	320579	SWG AZ/EPNG C-8 DUNCAN BUTLER PINAL													80	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG TUS	301133	320567	SWG AZ/EPNG C-1 HAROLD EARLY 30-81													90	
DSWG TUS	301133	320537	SWG AZ/EPNG CORONA DE TUCSON 31-661				345						307			350	
DSWG TUS	301133	320529	SWG AZ/EPNG CABALLO ROAD PIMA				405						394			240	
DSWG TUS	301133	320526	SWG AZ/EPNG M. H. MONTGOMERY PINAL													90	
DSWG TUS	301133	320497	SWG AZ/EPNG CHARLES L PHILLIPS 31-6				53						142			150	
DSWG TUS	301133	320496	SWG AZ/EPNG W L DUNN 31-687 PIMA				257						488			150	
DSWG TUS	301133	320304	SWG AZ/EPNG MANVILLE ROAD PIMA				85						75			350	
DSWG TUS	301133	320210	SWG AZ/EPNG HUGHES AIRCRAFT CO PIMA				150						154			270	
DSWG TUS	301133	320138	SWG AZ/EPNG BIANCO BROTHERS C 32 PI													40	
DSWG TUS	301133	320137	SWG AZ/EPNG RICHARD HAWN C 31 PINAL				24						19			90	
DSWG TUS	301133	320136	SWG AZ/EPNG J W JOHNSON C 30 PINAL													90	
DSWG TUS	301133	320131	SWG AZ/EPNG J D AMBURGEY C 20 PINAL				29						21			85	
DSWG TUS	301133	320129	SWG AZ/EPNG JACK PRETZER C 17 PINAL													40	
DSWG TUS	301133	320127	SWG AZ/EPNG WALTER ISOM C 15 PINAL				30						48			100	
DSWG TUS	301133	320124	SWG AZ/EPNG STATION #C 11 PINAL													30	
DSWG TUS	301133	320123	SWG AZ/EPNG STATION #C 10 PINAL													30	
DSWG TUS	301133	320122	SWG AZ/EPNG MILTON P SMITH C 9 PINA													125	
DSWG TUS	301133	320121	SWG AZ/EPNG HARUM SINGH C 7 PINAL													20	
DSWG TUS	301133	320119	SWG AZ/EPNG R C SMITH C 3 PINAL													40	
DSWG TUS	301133	320118	SWG AZ/EPNG RUSSELL DRAPER C 2 PINA													40	
DSWG TUS	301133	314992	SWG AZ/EPNG NEW TUCSON PIMA				27						25			400	
DSWG TUS	301133	314580	SWG AZ/EPNG HUNT BERWICK DELIVERY P				429						385			400	
DSWG SUP	301131	334794	SWG AZ/EPNG S-5 FLORENCE CITY GATE	375	744	340								443	335	350	
DSWG SUP	301131	334787	SWG AZ/EPNG MAIN LINE TAP PINAL														
DSWG SUP	301131	330837	SWG AZ/EPNG COOLIDGE MAIN LINE TAP														
DSWG SUP	301131	330430	SWG AZ/EPNG FLORENCE CITY GATE PINA	106	216	55								63	90	350	
DSWG SUP	301131	330065	SWG AZ/EPNG COOLIDGE NO 1 T-2 PINAL	201	362	128								209	193	135	
DSWG SUP	301131	320549	SWG AZ/EPNG ARCOTA STEEL MILL 30-76	10	21	8								6	6	45	
DSWG SUP	301131	320519	SWG AZ/EPNG SUPERIOR CITY GATE #2 P	109	238	98								106	94	100	
DSWG SUP	301131	320322	SWG AZ/EPNG ARIZONA WATER CO S 34 P														
DSWG SUP	301131	320142	SWG AZ/EPNG J A ROBERTS S 25 PINAL	104	266	89								113	120	350	
DSWG SUP	301131	320115	SWG AZ/EPNG FEDERAL PRISON S 1 PINA	32	66	27								29	33	18	
DSWG SUP	301131	320113	SWG AZ/EPNG SUPERIOR PINAL													100	
DSWG SUP	301131	320106	SWG AZ/EPNG COOLIDGE NO 3 PINAL													100	
DSWG SUP	301131	320105	SWG AZ/EPNG COOLIDGE NO 2 PINAL													200	
DSWG SNM	301130	331459	SWG AZ/EPNG MLT SAN MANUEL PINAL														
DSWG SNM	301130	330038	SWG AZ/EPNG SAN MANUEL CITY GATE PI	388	127	39								293	485	90	
DSWG SJW	301129	334789	SWG AZ/EPNG GOLDEN SHORES MOHAVE		1										1	50	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG SJW	301129	334457	SWG AZ/EPNG TIERRA VERDE (20-595) M			4								15	2	500	
DSWG SJW	301129	331658	SWG AZ/EPNG BULLHEAD CITY MOHAVE	2,735	2,745	2,752								2,744	2,734	250	
DSWG SJW	301129	320594	SWG AZ/EPNG SAM JOY CITY GATE MOHAV	47	36	26								23	45	500	
DSWG S78	301126	801182	SWG AZ/EPNG COLOSSAL CAVE DELIVERY	1,464	1,733	984	544						341	1,007	1,634		
DSWG S78	301126	334845	SWG AZ/EPNG VALENCIA TAP DELIVERY P	12,632	14,596	8,517	5,408						3,399	8,547	13,753		
DSWG S78	301126	334844	SWG AZ/EPNG PIMA PORK MAINLINE TAPS														
DSWG S78	301126	334843	SWG AZ/EPNG ALVERNON CITY GATE DELI				1,582						1,069			350	
DSWG S78	301126	334842	SWG AZ/EPNG UNIVERSITY OF ARIZONA R				435						294			350	
DSWG S78	301126	330931	SWG AZ/EPNG HOUGHTON ROAD PIMA	14,377	16,612	13,258	4,400						2,615	7,041	15,486	395 (Winter) 390 (Summer)	
DSWG S78	301126	330148	SWG AZ/EPNG CITY GATE EAST RULES BA	6,631	6,631	6,631	2,049						1,502	6,631	6,631	350	
DSWG S78	301126	320467	SWG AZ/EPNG FLETCHER RANCH PIMA	1,030	1,272	1,176	282						179	794	1,511	350	
DSWG S78	301126	320209	SWG AZ/EPNG VAIL PIMA													100	
DSWG PHX	301122	334838	SWG AZ/EPNG NEW FLORENCE DELIVERY P													525	
DSWG PHX	301122	334837	SWG AZ/EPNG GERMANN DELIVERY PINAL													525	
DSWG PHX	301122	334806	SWG AZ/EPNG GILBERT CITY GATE MARIC	382	432		1,574								419	400	
DSWG PHX	301122	334797	SWG AZ/EPNG BELL RANCH MARICOPA	496	593	569	41							595	557	325	
DSWG PHX	301122	334790	SWG AZ/EPNG FOOTHILLS CLUB WEST MAR	702	838	785								819	788	175	
DSWG PHX	301122	334782	SWG AZ/EPNG CAPITOL FOUNDRY MARICOP	1	1	1	67							2	1	150	
DSWG PHX	301122	334780	SWG AZ/EPNG DOBSON ROAD MARICOPA	863	1,038	1,097	77							1,166	972	190	
DSWG PHX	301122	334636	SWG AZ/EPNG WEST CHANDLER GTN MARIC	276	332	331								349	311	100	
DSWG PHX	301122	331663	SWG AZ/EPNG THE LAKES METER STATION	1,072	1,284	1,264	55							1,330	1,205	190	
DSWG PHX	301122	331531	SWG AZ/EPNG MAINLINE TAPS CHANDLER	543	682	625								658	660		
DSWG PHX	301122	331368	SWG AZ/EPNG CHANDLER #3 20-434 MARI	5,470	6,544	6,248	615							6,538	6,144	300	
DSWG PHX	301122	330855	SWG AZ/EPNG SCOTTSDALE MARICOPA	16,596	19,887	18,835	2,115							19,789	18,708	300	
DSWG PHX	301122	330467	SWG AZ/EPNG SOUTH TEMPE MARICOPA	1,799	2,320	2,160								2,292	2,263	165	
DSWG PHX	301122	330031	SWG AZ/EPNG GUADALUPE MARICOPA	17,051	20,562	21,237	2,004							22,503	19,311	300	
DSWG PHX	301122	330030	SWG AZ/EPNG CHANDLER NO 2 MARICOPA				361									325	
DSWG PHX	301122	330029	SWG AZ/EPNG CHANDLER NO 1 MARICOPA	4,348	2,776	2,705	510							2,798	2,593	265	
DSWG PHX	301122	320588	SWG AZ/EPNG ANOZIRA MARICOPA	311	373	380								402	349	190	
DSWG PHX	301122	320524	SWG AZ/EPNG PIMA-CHANDLER INDUST PK	170	206	249								269	192	190	
DSWG PHX	301122	320415	SWG AZ/EPNG HI-TOWN MARICOPA	216	259	251								264	243	150	
DSWG PHX	301122	320409	SWG AZ/EPNG LONE BUTTE RANCH MARICO	403	484	478								502	454	200	
DSWG PHX	301122	320298	SWG AZ/EPNG E F GATES MARICOPA	406	486	474	30							497	456	400	
DSWG PHX	301122	320041	SWG AZ/EPNG ST JOHNS MISSION MARICO	55	66	71								74	61	150	
DSWG PHX	301122	314968	SWG AZ/EPNG CHANDLER #4 DELIVERY PO	1,774	2,108	2,356	151							2,481	1,815	250	
DSWG PHW	301120	334826	SWG AZ/EPNG LAKE PLEASANT DELIVERY	6	5	9								9	6	500	
DSWG PHW	301120	334796	SWG AZ/EPNG GARDEN LAKES MARICOPA	632	662	712								744	629	400	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG PHW	301120	334227	SWG AZ/EPNG NORTH PHX. CITY GATE MA	25,398	18,830	23,818	2,922							22,233	25,212	500	
DSWG PHW	301120	331656	SWG AZ/EPNG BELL ROAD MARICOPA	20,214	20,829	25,600	2,902							28,989	20,159	400	
DSWG PHW	301120	331376	SWG AZ/EPNG SOUTHERN AVENUE MARICOP	2,489	2,615	2,910								3,055	2,481	400	
DSWG PHW	301120	331079	SWG AZ/EPNG OLIVE AVENUE MARICOPA	2,472	2,579	2,791	292							2,982	2,460	365	
DSWG PHW	301120	330433	SWG AZ/EPNG GLENDALE CITY GATE MARI	29,949	31,402	41,596	3,339							44,063	29,971	395	
DSWG PHW	301120	330249	SWG AZ/EPNG LATERAL 25 MARICOPA	18	18	18	3,896							19	18	400	
DSWG PHW	301120	330032	SWG AZ/EPNG LATERAL 16 MARICOPA	21,488	17,117	23,889	1,948							24,864	21,384	265	
DSWG PHW	301120	320590	SWG AZ/EPNG VENTANA LAKES (34-265)	876	918	980	78							1,022	871	54	
DSWG PHW	301120	320475	SWG AZ/EPNG ARROWHEAD RANCHES MARIC				58									390	
DSWG PHW	301120	320427	SWG AZ/EPNG NEW RIVER MARICOPA	40	42	46	39							48	40	115	
DSWG PHW	301120	320425	SWG AZ/EPNG CAVE CREEK 31-312 MARIC	519	552	741	39							801	520	340	
DSWG PHW	301120	314967	SWG AZ/EPNG GLENDALE AIRPORT DEL MA	5,544	5,578	1,607	390							1,588	5,420	400	
DSWG PHW	301120	314906	SWG AZ/EPNG DESERT HILLS DELIVERY P	2,591	2,720	2,936	58							3,067	2,580	400	
DSWG PHW	301120	300107	SWG AZ/EPNG LAVEEN MARICOPA	463	486	543	39							571	461	400	
DSWG NOG	301117	334832	SWG AZ/EPNG ARIVACA DELIVERY PIMA	877	974	952								931	815	290	
DSWG NOG	301117	331524	SWG AZ/EPNG TWIN BUTTES PIMA	3,288	4,026	2,056								4,706	4,314	295	
DSWG NOG	301117	320502	SWG AZ/EPNG RUBY STAR PIMA													25	
DSWG N78	301115	334847	SWG AZ/EPNG EL MORAGA DELIVERY PIMA	338	387	173	69						42	199	349	350	
DSWG N78	301115	334827	SWG AZ/EPNG ROBSON RANCH DELIVERY P	232	407	189	95						52	199	385	350	
DSWG N78	301115	334176	SWG AZ/EPNG HEXEL PINAL	430	487	274	115						63	239	384	135	
DSWG N78	301115	331966	SWG AZ/EPNG R-5 ALBERT FORBACK PINA	325	367	164	79						42	176	346	195	
DSWG N78	301115	331682	SWG AZ/EPNG NORTH LOOP SUBSTATION P	9,574	11,233	5,557	7,072						3,213	5,781	12,878	340	
DSWG N78	301115	331558	SWG AZ/EPNG DREXEL HEIGHTS 20-198 P	1,279	1,317	1,015	261						163	694	1,398	300	
DSWG N78	301115	331344	SWG AZ/EPNG LATERAL NO 8 PIMA	860	1,329	612	254						158	695	1,205	290	
DSWG N78	301115	330839	SWG AZ/EPNG ELOY MAIN LINE TAP PINA														
DSWG N78	301115	330663	SWG AZ/EPNG CORTARO CITY GATE PIMA	12,965	14,981	9,581	2,025						1,255	6,484	13,434	345 (Winter) 340 (Summer)	
DSWG N78	301115	330312	SWG AZ/EPNG CASA GRANDE NO 1 PINAL	636	722	365	199						115	373	691	135	
DSWG N78	301115	330149	SWG AZ/EPNG CITY GATE WEST DELIVERY	19,263	21,159	14,885	4,185						2,624	10,891	19,614	345	
DSWG N78	301115	330136	SWG AZ/EPNG PICACHO T 15 PINAL	127	131	66	36						29	69	126	150	
DSWG N78	301115	330091	SWG AZ/EPNG ARIZ PORTLAND CEMENT CO	134	153	288	10						41	74	160	240	
DSWG N78	301115	330064	SWG AZ/EPNG CASA GRANDE NO 2 PINAL	704	492	667	128						226	463	698	135	
DSWG N78	301115	320612	SWG AZ/EPNG NORTH LOOP SUBSTATION 3													350	
DSWG N78	301115	320576	SWG AZ/EPNG C E HANDY PIMA	342	387	209	67						41	199	380	145 (Winter) 140 (Summer)	
DSWG N78	301115	320574	SWG AZ/EPNG J R HELLER PIMA	102	113	50	19						12	58	142	145 (Winter) 140 (Summer)	
DSWG N78	301115	320531	SWG AZ/EPNG CHOLLA HIGH SCHOOL PIMA	877	662	819	124						89	451	925	150	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG N78	301115	320518	SWG AZ/EPNG PARADISE ESTATES 31-556	646	603	340	120						75	318	698	140	
DSWG N78	301115	320472	SWG AZ/EPNG VILLAGE OF SACATON PINA	160	182	173	62						41	102	177	90	
DSWG N78	301115	320358	SWG AZ/EPNG CASA GRANDE CITY GATE #	464	524	226	105						86	245	491	135	
DSWG N78	301115	320345	SWG AZ/EPNG RED ROCK PINAL	59	54	100	19						26	50	64	140	
DSWG N78	301115	320207	SWG AZ/EPNG MARANA IRRIG CO #9 PIMA													30	
DSWG N78	301115	320205	SWG AZ/EPNG MARANA IRRIG CO #7 1/2	245	232	155	38						34	118	209	55	
DSWG N78	301115	320203	SWG AZ/EPNG MARANA AIR BASE PINAL	167	105	107	17						11	54	191	95	
DSWG N78	301115	320149	SWG AZ/EPNG LE ROY HACKLER T 16 PIN	131	149	72	39						22	75	142	200	
DSWG N78	301115	320147	SWG AZ/EPNG B J BROOKS T 13 PINAL	22	12	9	3						2	9	6	100	
DSWG N78	301115	320145	SWG AZ/EPNG J D SINGH T 11 PINAL													90	
DSWG N78	301115	320140	SWG AZ/EPNG JOHN D SINGH P 3 PINAL	4	5	4								4	5	35	
DSWG N78	301115	320110	SWG AZ/EPNG ETHINGTON NO 3 R 1 PINA	141	232	161	56						35	115	220	140	
DSWG N78	301115	320108	SWG AZ/EPNG ELOY NO 2 PINAL	49	31	22	7						4	15	30	150	
DSWG N78	301115	320107	SWG AZ/EPNG ELOY NO 1 PINAL	559	407	469	96						97	249	571	150	
DSWG MOR	301114	331655	SWG AZ/EPNG MORENCI C 20-102 GREENL	3	3									1	4	95	
DSWG MOR	301114	330245	SWG AZ/EPNG MAIN LINE TAPS GREENLEE														
DSWG MOR	301114	320103	SWG AZ/EPNG MORENCI D GREENLEE	7	5	1								5	4	95	
DSWG MOR	301114	320100	SWG AZ/EPNG CLIFTON A GREENLEE	1	2									2	2	95	
DSWG HAY	301109	334786	SWG AZ/EPNG MAIN LINE TAP PINAL	2	4	2								2	2		
DSWG HAY	301109	334719	SWG AZ/EPNG SPACE RANCH PINAL	557	1,213	520								555	530	500	
DSWG HAY	301109	331566	SWG AZ/EPNG KENNECOTT LEACHING PLAN													275	
DSWG HAY	301109	331460	SWG AZ/EPNG MLT WINKELMAN PINAL														
DSWG HAY	301109	320533	SWG AZ/EPNG HURST PIMA	50	90	56								45	45	150	
DSWG HAY	301109	320532	SWG AZ/EPNG TRICO ELECT COOP 30-096		51	78										150	
DSWG HAY	301109	320528	SWG AZ/EPNG HARRY L CHAFFEE PIMA	70	146	50								67	63	150	
DSWG HAY	301109	320370	SWG AZ/EPNG CORTARO WATER USERS PIM	12	11	4								5	5	40	
DSWG HAY	301109	320319	SWG AZ/EPNG ORACLE JUNCTION PINAL	135	279	93								118	126	165	
DSWG HAY	301109	320299	SWG AZ/EPNG KEARNEY GILA														
DSWG HAY	301109	320112	SWG AZ/EPNG HAYDEN GILA	31	58	22								22	26	95	
DSWG HAY	301109	320046	SWG AZ/EPNG WINKELMAN GILA	14												35	
DSWG HAY	301109	320023	SWG AZ/EPNG MAMMOTH PINAL	49										42	65	70	
DSWG GME	301107	330026	SWG AZ/EPNG MIAMI NO 1 GILA	1	1	1								1	1	100	
DSWG GME	301107	320300	SWG AZ/EPNG HOOPES LIME KILN 30-190													200	
DSWG GME	301107	300106	SWG AZ/EPNG MIAMI NO 4 GILA													90	
DSWG GIL	301105	331535	SWG AZ/EPNG MIANLINE TAPS GILA BEND														
DSWG GIL	301105	331533	SWG AZ/EPNG MAINLINE TAPS EHRENBERG														
DSWG GIL	301105	331530	SWG AZ/EPNG MAINLINE TAPS BUCKEYE M														
DSWG GIL	301105	331269	SWG AZ/EPNG GILA BEND CITY GATE MAR	215	215	158	40							207	210	395	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG GIL	301105	330965	SWG AZ/EPNG RAINBOW VALLEY MARICOPA													500	
DSWG GIL	301105	330667	SWG AZ/EPNG MATORI HILVERT MARICOPA													450	
DSWG GIL	301105	320446	SWG AZ/EPNG EHRENBERG LA PAZ													100	
DSWG GIL	301105	320357	SWG AZ/EPNG BALES AND BELOAT #2 MAR													125	
DSWG GIL	301105	320294	SWG AZ/EPNG BALES AND BELOAT MARICO													100	
DSWG GIL	301105	314565	SWG AZ/EPNG RANCHO EL DORADO DEL PT	1,934	1,937	1,418	360							1,866	1,886	525	
DSWG G-M	301100	331708	SWG AZ/EPNG MIAMI NO 2 GILA													90	
DSWG G-M	301100	331462	SWG AZ/EPNG MLT SAN CARLOS GILA														
DSWG G-M	301100	330197	SWG AZ/EPNG MAIN LINE TAPS GILA														
DSWG G-M	301100	330134	SWG AZ/EPNG GLOBE NO 1 GILA	1	1	1								1	1	150	
DSWG G-M	301100	320353	SWG AZ/EPNG SAN CARLOS GILA													120	
DSWG G-M	301100	320019	SWG AZ/EPNG GLOBE NO 2 GILA													100	
DSWG DUG	301092	951326	SWG AZ/EPNG APACHE TAP 31-5														
DSWG DUG	301092	331529	SWG AZ/EPNG MAINLINE TAPS APACHE CO														
DSWG DUG	301092	320398	SWG AZ/EPNG COCHISE JUNIOR COLLEGE	1	19	1								79	34	200	
DSWG DUG	301092	320295	SWG AZ/EPNG RODEO MAINLINE TAP COCH														
DSWG DUG	301092	320005	SWG AZ/EPNG DOUGLAS NO 2 COCHISE		11									1	17	90	
DSWG DUG	301092	300102	SWG AZ/EPNG DOUGLAS NO 3 COCHISE												4	90	
DSWG DGN	301091	331544	SWG AZ/EPNG MAINLINE TAPS LINE 1007														
DSWG DGN	301091	331537	SWG AZ/EPNG MAINLINE TAPS ST DAVID														
DSWG DGN	301091	331532	SWG AZ/EPNG MAINLINE TAPS EL FRIDA														
DSWG DGN	301091	331528	SWG AZ/EPNG ML TAPS LINE 1007 AND 1														
DSWG DGN	301091	330916	SWG AZ/EPNG EL FRIDA COCHISE	1	19	1								57	40	400	
DSWG DGN	301091	320383	SWG AZ/EPNG MCNEAL COCHISE													195	
DSWG DGN	301091	320195	SWG AZ/EPNG TOMBSTONE COCHISE		10									99	68	137	
DSWG DGN	301091	320175	SWG AZ/EPNG ST DAVID COCHISE		1									42	34	145	
DSWG DGN	301091	300103	SWG AZ/EPNG DOUGLAS NO 4 31-691 COC		11									102	70	165	
DSWG BSB	301087	331461	SWG AZ/EPNG MLT BISBEE COCHISE														
DSWG BSB	301087	331270	SWG AZ/EPNG WARREN BISBEE CITY GATE	1	5	1								372	256	250	
DSWG BSB	301087	330196	SWG AZ/EPNG MAIN LINE TAPS COCHISE														
DSWG BSB	301087	300105	SWG AZ/EPNG NACO COCHISE		1									8	7	95	
DSWG BSB	301087	47928	SWG AZ/EPNG DOUBLE ADOBE COCHISE													240	
DSWG AJO	301084	330838	SWG AZ/EPNG CASA GRANDE MAIN LINE T														
DSWG AJO	301084	320321	SWG AZ/EPNG TRANSARIZONA 31-503 PIN														
DSWG AJO	301084	320003	SWG AZ/EPNG AJO HEIGHTS PIMA	2	2	2								2	2	90	
CONTRACT METER QUANTITY (CMQ(s))				**264,792**	**278,724**	**264,792**	**60,000**						**25,000**	**264,251**	**278,412**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 616139-FH3EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: January 27, 2021

Primary Receipt Point	*Primary Delivery Point*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed on Exhibit A	As listed on Exhibit A	See ¶10	(1a) (1b) (1c) (1d)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302347 STML SJN 302344 STML ANA 302346 STML PER	All Delivery Points in the Arizona delivery zone except those requiring incremental rates, e.g., Willcox Lateral Delivery Points	See ¶10	(1a) (1b) (1c) (1d)			

Agreement No. 616139-FH3EPNG

EXHIBIT B CONT'D

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $10.3986 per Dekatherm per Month for the Months of service April of 2021 and October through December of 2021 which shall be payable regardless of quantities transported. Excluding any Alternate Point with an incremental rate such as points on the Willcox Lateral, the negotiated reservation rate in this footnote also shall apply to any redesignation, which is currently described in Transporter's Tariff in GT&C Section 8.1(f)(iii), that i) involves any Alternate Receipt Point or any Alternate Delivery Point not in the California delivery zone and, ii) the redesignation request satisfies all of the requirements of redesignation of the then-effective Tariff.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $10.3463 per Dekatherm per Month for the Months of service of January through April of 2022 and October through December of 2022 which shall be payable regardless of quantities transported. Excluding any Alternate Point with an incremental rate such as points on the Willcox Lateral, the negotiated reservation rate in this footnote also shall apply to any redesignation, which is currently described in Transporter's Tariff in GT&C Section 8.1(f)(iii), that i) involves any Alternate Receipt Point or any Alternate Delivery Point not in the California delivery zone and, ii) the redesignation request satisfies all of the requirements of redesignation of the then-effective Tariff.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $10.0960 per Dekatherm per Month for the Months of service of January through April of 2023 and October through December of 2023 which shall be payable regardless of quantities transported. Excluding any Alternate Point with an incremental rate such as points on the Willcox Lateral, the negotiated reservation rate in this footnote also shall apply to any redesignation, which is currently described in Transporter's Tariff in GT&C Section 8.1(f)(iii), that i) involves any Alternate Receipt Point or any Alternate Delivery Point not in the California delivery zone and, ii) the redesignation request satisfies all of the requirements of redesignation of the then-effective Tariff.

1d/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $9.8246 per Dekatherm per Month for the Months of service of January through April for the Years 2024 through 2034; October through December for the Years 2024 through 2034; and January through March of 2035 which shall be payable regardless of quantities transported. Excluding any Alternate Point with an incremental rate such as points on the Willcox Lateral, the negotiated reservation rate in this footnote also shall apply to any redesignation, which is currently described in Transporter's Tariff in GT&C Section 8.1(f)(iii), that i) involves any Alternate Receipt Point or any Alternate Delivery Point not in the California delivery zone and, ii) the redesignation request satisfies all of the requirements of redesignation of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 616140-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: January 27, 2021

Agreement No. 616140-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: January 27, 2021

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SOUTHWEST GAS CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. 616140-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
26,892	November and December of each Year from 2021-2035
26,892	January of each Year from 2022-2035
81,892	February of each Year from 2022-2035
26,892	March of each Year from 2022-2035

11. ***Term of Firm Transportation Service:*** Beginning: April 1, 2021
Ending: March 31, 2035

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
SOUTHWEST GAS CORPORATION
5241 Spring Mountain Road
Las Vegas, NV 89150
Attn: Vice President
Gas Resources and Energy Services

To Transporter: See “Points of Contact” in the Tariff.

13. ***Effect on Prior Agreement(s):*** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. 613820-FT1EPNG, originally dated September 25, 2019 and Agreement No. 613821-FT1EPNG, originally dated September 25, 2019.

Agreement No. 616140-FT1EPNG

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**SOUTHWEST GAS CORPORATION**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2021.	_____ day of _____, 2021.

Agreement No. 616140-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: January 27, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DSWG PHW	301120	NS3		32,391										
BLANCO	300714	DSWG YUM	301142	CC1	2,712	3,383	1,265								3,490	2,664
WAHA	302404	DSWG GIL	301105	SS1		1,473										
BLANCO	300714	DSWG PHW	301120	CC1		6,609										
BLANCO	300714	DSWG GIL	301105	NS3		13,765										
WAHA	302404	DSWG N78	301115	SS1		762										
TERRELL	301596	DSWG N78	301115	SS1	16,000	11,000	11,000								11,000	16,000
KEYSTONE	302132	DSWG YUM	301142	SS1	7,280	6,222	8,727								6,502	7,328
TERRELL	301596	DSWG S78	301126	SS1	900	5,900	5,900								5,900	900
KEYSTONE	302132	DSWG PHW	301120	SS1		387										
TRANSPORTATION CONTRACT DEMAND					**26,892**	**81,892**	**26,892**								**26,892**	**26,892**

Ex. A-1

Effective Dates: See ¶11

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG YUM	301142	334813	SWG AZ/EPNG AVENUE 7E DELIVERY YUMA	300	259	203								207	275	350	
DSWG YUM	301142	334793	SWG AZ/EPNG YUMA COGENERATION YUMA	5,329	4,778	5,053								5,156	4,896	350	
DSWG YUM	301142	331922	SWG AZ/EPNG YUMA WEST 20-570 LA PAZ	346	346	258								268	339	240	
DSWG YUM	301142	331642	SWG AZ/EPNG YUMA-MESA IRRIGATION AR	810	808	945								806	788	265	
DSWG YUM	301142	331584	SWG AZ/EPNG WELLTON-MOHAWK YUMA	211	227	270								244	201	325	
DSWG YUM	301142	330199	SWG AZ/EPNG SAUNDERS MILLS YUMA	124	130	100								104	128	55	
DSWG YUM	301142	330039	SWG AZ/EPNG YUMA CITY GATE YUMA	1,831	1,831	2,251								2,244	2,410	145	
DSWG YUM	301142	320601	SWG AZ/EPNG YUMA FOOTHILLS TAP YUMA	329	449	238								234	240	275	
DSWG YUM	301142	320534	SWG AZ/EPNG W J SMALL YUMA	54	93	72								59	49	90	
DSWG YUM	301142	320385	SWG AZ/EPNG ARIZONA WESTERN COLLEGE	138	121	85								87	138	55	
DSWG YUM	301142	320382	SWG AZ/EPNG SOMERTON YUMA	480	490	484								551	490	195	
DSWG YUM	301142	320331	SWG AZ/EPNG TANNER PAVING YUMA	40	73	33								32	38	155	
DSWG S78	301126	801182	SWG AZ/EPNG COLOSSAL CAVE DELIVERY	22	154	132								130	17		
DSWG S78	301126	334845	SWG AZ/EPNG VALENCIA TAP DELIVERY P	186	1,296	1,142								1,107	125		
DSWG S78	301126	334844	SWG AZ/EPNG PIMA PORK MAINLINE TAPS														
DSWG S78	301126	334843	SWG AZ/EPNG ALVERNON CITY GATE DELI	150	1,018	714								1,074	137	350	
DSWG S78	301126	334842	SWG AZ/EPNG UNIVERSITY OF ARIZONA R	74	283	408								406	62	350	
DSWG S78	301126	330931	SWG AZ/EPNG HOUGHTON ROAD PIMA	199	1,371	1,780								914	143	395	
DSWG S78	301126	330148	SWG AZ/EPNG CITY GATE EAST RULES BA	254	1,665	1,566								2,166	401	350	
DSWG S78	301126	320467	SWG AZ/EPNG FLETCHER RANCH PIMA	15	113	158								103	15	350	
DSWG S78	301126	320209	SWG AZ/EPNG VAIL PIMA													100	
DSWG PHW	301120	334826	SWG AZ/EPNG LAKE PLEASANT DELIVERY													500	
DSWG PHW	301120	334796	SWG AZ/EPNG GARDEN LAKES MARICOPA		163											400	
DSWG PHW	301120	334227	SWG AZ/EPNG NORTH PHX. CITY GATE MA		11,042											500	
DSWG PHW	301120	331656	SWG AZ/EPNG BELL ROAD MARICOPA		8,681											400	
DSWG PHW	301120	331376	SWG AZ/EPNG SOUTHERN AVENUE MARICOP		644											400	
DSWG PHW	301120	331079	SWG AZ/EPNG OLIVE AVENUE MARICOPA		727											365	
DSWG PHW	301120	330433	SWG AZ/EPNG GLENDALE CITY GATE MARI		8,219											395	
DSWG PHW	301120	330249	SWG AZ/EPNG LATERAL 25 MARICOPA													400	
DSWG PHW	301120	330032	SWG AZ/EPNG LATERAL 16 MARICOPA		7,348											265	
DSWG PHW	301120	320590	SWG AZ/EPNG VENTANA LAKES (34-265)		226											54	
DSWG PHW	301120	320475	SWG AZ/EPNG ARROWHEAD RANCHES MARIC													390	
DSWG PHW	301120	320427	SWG AZ/EPNG NEW RIVER MARICOPA		10											115	
DSWG PHW	301120	320425	SWG AZ/EPNG CAVE CREEK 31-312 MARIC		136											340	
DSWG PHW	301120	314967	SWG AZ/EPNG GLENDALE AIRPORT DEL MA		1,401											400	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG PHW	301120	314906	SWG AZ/EPNG DESERT HILLS DELIVERY P		670											400	
DSWG PHW	301120	300107	SWG AZ/EPNG LAVEEN MARICOPA		120											400	
DSWG N78	301115	334847	SWG AZ/EPNG EL MORAGA DELIVERY PIMA	106	80	52								77	100	350	
DSWG N78	301115	334827	SWG AZ/EPNG ROBSON RANCH DELIVERY P	73	84	56								77	110	350	
DSWG N78	301115	334176	SWG AZ/EPNG HEXEL PINAL	136	101	82								93	110	135	
DSWG N78	301115	331966	SWG AZ/EPNG R-5 ALBERT FORBACK PINA	102	76	49								68	99	195	
DSWG N78	301115	331682	SWG AZ/EPNG NORTH LOOP SUBSTATION P	3,013	2,324	1,663								2,239	3,685	340	
DSWG N78	301115	331558	SWG AZ/EPNG DREXEL HEIGHTS 20-19S P	402	273	304								269	400	300	
DSWG N78	301115	331344	SWG AZ/EPNG LATERAL NO 8 PIMA	271	275	183								269	345	290	
DSWG N78	301115	330839	SWG AZ/EPNG ELOY MAIN LINE TAP PINA														
DSWG N78	301115	330663	SWG AZ/EPNG CORTARO CITY GATE PIMA	4,081	3,099	2,868								2,511	3,844	345	
DSWG N78	301115	330312	SWG AZ/EPNG CASA GRANDE NO 1 PINAL	200	150	109								144	198	135	
DSWG N78	301115	330149	SWG AZ/EPNG CITY GATE WEST DELIVERY	6,064	4,374	4,455								4,219	5,609	345	
DSWG N78	301115	330136	SWG AZ/EPNG PICACHO T 15 PINAL	40	28	20								27	36	150	
DSWG N78	301115	330091	SWG AZ/EPNG ARIZ PORTLAND CEMENT CO	42	32	86								29	46	240	
DSWG N78	301115	330064	SWG AZ/EPNG CASA GRANDE NO 2 PINAL	222	102	200								180	200	135	
DSWG N78	301115	320612	SWG AZ/EPNG NORTH LOOP SUBSTATION 3													350	
DSWG N78	301115	320576	SWG AZ/EPNG C E HANDY PIMA	108	80	62								77	109	145	
DSWG N78	301115	320574	SWG AZ/EPNG J R HELLER PIMA	32	24	15								22	41	145	
DSWG N78	301115	320531	SWG AZ/EPNG CHOLLA HIGH SCHOOL PIMA	276	137	245								175	265	150	
DSWG N78	301115	320518	SWG AZ/EPNG PARADISE ESTATES 31-556	203	125	102								123	200	140	
DSWG N78	301115	320472	SWG AZ/EPNG VILLAGE OF SACATON PINA	50	37	52								39	51	90	
DSWG N78	301115	320358	SWG AZ/EPNG CASA GRANDE CITY GATE #	146	109	68								95	141	135	
DSWG N78	301115	320345	SWG AZ/EPNG RED ROCK PINAL	19	11	30								19	18	140	
DSWG N78	301115	320207	SWG AZ/EPNG MARANA IRRIG CO #9 PIMA													30	
DSWG N78	301115	320205	SWG AZ/EPNG MARANA IRRIG CO #7 1/2	77	48	47								46	60	55	
DSWG N78	301115	320203	SWG AZ/EPNG MARANA AIR BASE PINAL	52	22	32								21	55	95	
DSWG N78	301115	320149	SWG AZ/EPNG LE ROY HACKLER T 16 PIN	42	31	22								30	41	200	
DSWG N78	301115	320147	SWG AZ/EPNG B J BROOKS T 13 PINAL	7	2	3								4	2	100	
DSWG N78	301115	320145	SWG AZ/EPNG J D SINGH T 11 PINAL													90	
DSWG N78	301115	320140	SWG AZ/EPNG JOHN D SINGH P 3 PINAL													35	
DSWG N78	301115	320110	SWG AZ/EPNG ETHINGTON NO 3 R 1 PINA	44	48	48								44	63	140	
DSWG N78	301115	320108	SWG AZ/EPNG ELOY NO 2 PINAL	16	6	7								6	8	150	
DSWG N78	301115	320107	SWG AZ/EPNG ELOY NO 1 PINAL	176	84	140								97	164	150	
DSWG GIL	301105	331535	SWG AZ/EPNG MIANLINE TAPS GILA BEND														
DSWG GIL	301105	331533	SWG AZ/EPNG MAINLINE TAPS EHRENBERG														
DSWG GIL	301105	331530	SWG AZ/EPNG MAINLINE TAPS BUCKEYE M														
DSWG GIL	301105	331269	SWG AZ/EPNG GILA BEND CITY GATE MAR		635											395	

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG GIL	301105	330965	SWG AZ/EPNG RAINBOW VALLEY MARICOPA		6,695											500	
DSWG GIL	301105	330667	SWG AZ/EPNG MATORI HILVERT MARICOPA													450	
DSWG GIL	301105	320446	SWG AZ/EPNG EHRENBERG LA PAZ		243											100	
DSWG GIL	301105	320357	SWG AZ/EPNG BALES AND BELOAT #2 MAR													125	
DSWG GIL	301105	320294	SWG AZ/EPNG BALES AND BELOAT MARICO													100	
DSWG GIL	301105	314565	SWG AZ/EPNG RANCHO EL DORADO DEL PT		7,665											525	
CONTRACT METER QUANTITY (CMQ(s))				**26,892**	**81,892**	**26,892**								**26,892**	**26,892**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 616140-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: January 27, 2021

Primary Receipt Point	*Primary Delivery Point*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed on Exhibit A	As listed on Exhibit A	See ¶10	(1a)(1b)(1c)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302347 STML SJN 302344 STML ANA 302346 STML PER	All Delivery Points in the Arizona delivery zone except those requiring incremental rates, e.g., Willcox Lateral Delivery Points	See ¶10	(1a)(1b)(1c)			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $9.9829 per Dekatherm per Month for the Months of service November and December of 2021 which shall be payable regardless of quantities transported. Excluding any Alternate Point with an incremental rate such as points on the Willcox Lateral, the negotiated reservation rate in this footnote also shall apply to any redesignation, which is currently described in Transporter's Tariff in GT&C Section 8.1(f)(iii), that i) involves any Alternate Receipt Point or any Alternate Delivery Point not in the California delivery zone, and, ii) satisfies all of the requirements of redesignation of the then-effective Tariff.

Agreement No. 616140-FT1EPNG

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $9.6789 per Dekatherm per Month for the Months of service January through March and November through December of 2022 which shall be payable regardless of quantities transported. Excluding any Alternate Point with an incremental rate such as points on the Willcox Lateral, the negotiated reservation rate in this footnote also shall apply to any redesignation, which is currently described in Transporter's Tariff in GT&C Section 8.1(f)(iii), that i) involves any Alternate Receipt Point or any Alternate Delivery Point not in the California delivery zone, and ii) satisfies all of the requirements of redesignation of the then-effective Tariff.

1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) $8.9121 per Dekatherm per Month for service January through March and November through December of 2023 through 2034, and January through March of 2035 which shall be payable regardless of quantities transported. Excluding any Alternate Point with an incremental rate such as points on the Willcox Lateral, the negotiated reservation rate in this footnote also shall apply to any redesignation, which is currently described in Transporter's Tariff in GT&C Section 8.1(f)(iii), that i) involves any Alternate Receipt Point or any Alternate Delivery Point not in the California delivery zone, and ii) satisfies all of the requirements of redesignation of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 616953-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

WTG GAS MARKETING, INC.
(Shipper)

Dated: November 22, 2021

Agreement No. 616953-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 22, 2021

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **WTG GAS MARKETING, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes X No_____

Agreement No. 616953-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
7,000	November - March
12,000	April - October

11. ***Term of Firm Transportation Service:*** Beginning: February 1, 2022
Ending: December 31, 2029

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
WTG GAS MARKETING, INC.
211 N. Colorado
Midland, TX 79701
Attn: Gas Marketing

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** **Effect on Prior Agreement(s):** Effective February 1, 2022, this Agreement shall supersede and cancel the following agreement between the Parties: The Transportation Service Agreement between Transporter and Shipper dated January 14, 2014, referred to as Transporter's Agreement No. FT2T4000-FT1EPNG.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2021.

WTG GAS MARKETING, INC.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2021.

Agreement No. 616953-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
WTG GAS MARKETING, INC.
(Shipper)

Dated: November 22, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
PLAINS	302248	INN30PLA	314430	AN1	2,000	2,000	2,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	2,000	2,000		
WAHA	302404	IOASISWA	301701	VA	770	770	770	770	770	770	770	770	770	770	770	770		
ISUNJAME	377078	DWILSDEL	301908	VA	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500		
ISUNJAME	377078	DWILSDL1	314943	VA	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500		
ISUNJAME	377078	DNUSUPCO	314999	VA	230	230	230	230	230	230	230	230	230	230	230	230		
TRANSPORTATION CONTRACT DEMAND					**7,000**	**7,000**	**7,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**7,000**	**7,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 616953-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
WTG GAS MARKETING, INC.
(Shipper)
Dated: November 22, 2021

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302346 STML PER	All Delivery Points within the Permian Basin	See ¶11	(1a)			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $3.0230 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. For avoidance of doubt, the negotiated reservation rate set forth in this note also shall apply to any receipt or delivery point in the Permian Basin that Shipper successfully redesignates to become a Primary Point pursuant to the applicable provisions of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 617716-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ETC MARKETING, LTD.
(Shipper)

Dated: June 16, 2022

Agreement No. 617716-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 16, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ETC MARKETING, LTD.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes_X___ No_____

Agreement No. 617716-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
40,000	July 1, 2022 - December 31, 2029

11. ***Term of Firm Transportation Service:*** Beginning: July 1, 2022
Ending: December 31, 2029

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ETC MARKETING, LTD.
2838 Woodside St.
Dallas, TX 75204
Attn: Contract Admin

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

ETC MARKETING, LTD.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. 617716-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ETC MARKETING, LTD.
(Shipper)

Dated: July 31, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: August 8, 2023 – August 31, 2023

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IHYBENDM	302304	KEYTRAN	302136	VA								40,000						
TRANSPORTATION CONTRACT DEMAND												**40,000**						

Effective Dates: September 1, 2023 –December 31, 2029

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IBRCOBND	801185	KEYTRAN	302136	VA	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
TRANSPORTATION CONTRACT DEMAND					**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 617716-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ETC MARKETING, LTD.
(Shipper)
Dated: July 31, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	August 8, 2023 – December 31, 2029	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302346 STML PER	All Delivery Points within the Permian Basin	August 8, 2023 – December 31, 2029	(1a)			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $3.0230 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. For avoidance of doubt, the negotiated reservation rate set forth in this note also shall apply to any receipt or delivery point in the Permian Basin that Shipper successfully redesignates to become a Primary Point pursuant to the applicable provisions of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 617729-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ETC MARKETING, LTD.
(Shipper)

Dated: June 20, 2022

Agreement No. 617729-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 20, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ETC MARKETING, LTD.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes X No_____

Agreement No. 617729-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
50,000	July 1, 2022 - December 31, 2029

11. ***Term of Firm Transportation Service:*** Beginning: July 1, 2022
Ending: December 31, 2029

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ETC MARKETING, LTD.
2838 Woodside St.
Dallas, TX 75204
Attn: Contract Admin

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** N/A.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

ETC MARKETING, LTD.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2022.

Agreement No. 617729-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ETC MARKETING, LTD.
(Shipper)

Dated: June 20, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IWTGBUCK	801264	KEYTRAN	302136	VA	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-1

Agreement No. 617729-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ETC MARKETING, LTD.
(Shipper)
Dated: June 20, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302346 STML PER	All Delivery Points within the Permian Basin	See ¶11	(1a)			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $3.0230 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. For avoidance of doubt, the negotiated reservation rate set forth in this note also shall apply to any receipt or delivery point in the Permian Basin that Shipper successfully redesignates to become a Primary Point pursuant to the applicable provisions of Transporter's Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 617999-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: September 26, 2022

Agreement No. 617999-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: September 26, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA PUBLIC SERVICE COMPANY**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms.*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Firm Hourly Transportation Service:*** Eight Hour Peaking "FTH-8"

   Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes __X__ No _____

Agreement No. 617999-FH8EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
15,000	January 1, 2023 - December 31, 2049

11. ***Term of Firm Transportation Service:*** Beginning: January 1, 2023
Ending: December 31, 2049

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St., MS 9831
Phoenix, AZ 85004
Attn: Fuels Procurement

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations regarding Shipper's retention of the underlying capacity in this Agreement that was previously designated by the following agreement(s) shall be terminated: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 610506-FH8EPNG originally dated November 17, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA PUBLIC SERVICE COMPANY**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2022.	_____ day of _____, 2022.

Agreement No. 617999-FH8EPNG

EXHIBIT A
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: September 26, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
KEYSTONE	302132	DAPS PHX	300777	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
TRANSPORTATION CONTRACT DEMAND					**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**

Agreement No. 617999-FH8EPNG

EXHIBIT A
(CONT.)

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F														
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M														
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH														
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH														
DAPS PHX	300777	320566	APS/EPNG OCOTILLO POWER PLANT (LOW														
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL														
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR														
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	525	
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN														
CONTRACT METER QUANTITY (CMQ(s))				**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 617999-FH8EPNG

EXHIBIT B
To The
Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: September 26, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	January 1, 2023 – December 31, 2027	(1a)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2028 – December 31, 2037	(1b)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2038 – December 31, 2049				

Agreement No. 617999-FH8EPNG

EXHIBIT B
(CONT.)

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2023 – December 31, 2027	(1a)			
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2028 – December 31, 2037	(1b)			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $22.8125 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $23.4208 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

Agreement No. 617999-FH8EPNG

EXHIBIT B
(CONT.)

Notes:

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT2E4000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

JBS TOLLESON, INC.
(Shipper)

Dated: November 8, 2022

Agreement No. FT2E4000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 8, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **JBS TOLLESON, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. FT2E4000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
900	May 1, 2023 - April 30, 2045

11. ***Term of Firm Transportation Service:*** Beginning: May 1, 2007
Ending: April 30, 2045

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Notices, Statements, and Bills:***

To Shipper:
JBS TOLLESON, INC.
PO Box 847
Mandan, ND 58554
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on May 1, 2023: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2E4000-FT1EPNG, last amended on November 3, 2017.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**JBS TOLLESON, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2022.	_____ day of _____, 2022.

Agreement No. FT2E4000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
JBS TOLLESON, INC.
(Shipper)
Dated: November 8, 2022

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: May 1, 2023 - April 30, 2045

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
BONDADST	300724	DSWG PHW	301120	NS2	900	900	900	900	900	900	900	900	900	900	900	900
TRANSPORTATION CONTRACT DEMAND					**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**

Ex. A-1

Agreement No. FT2E4000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
JBS TOLLESON, INC.
(Shipper)
Dated: November 8, 2022

Effective Dates: May 1, 2023 - April 30, 2045

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DSWG PHW	301120	334826	SWG AZ/EPNG LAKE PLEASANT DELIVERY														
DSWG PHW	301120	334796	SWG AZ/EPNG GARDEN LAKES MARICOPA														
DSWG PHW	301120	334227	SWG AZ/EPNG NORTH PHX. CITY GATE MA														
DSWG PHW	301120	331656	SWG AZ/EPNG BELL ROAD MARICOPA														
DSWG PHW	301120	331376	SWG AZ/EPNG SOUTHERN AVENUE MARICOP														
DSWG PHW	301120	331079	SWG AZ/EPNG OLIVE AVENUE MARICOPA														
DSWG PHW	301120	330433	SWG AZ/EPNG GLENDALE CITY GATE MARI														
DSWG PHW	301120	330249	SWG AZ/EPNG LATERAL 25 MARICOPA	900	900	900	900	900	900	900	900	900	900	900	900	400	
DSWG PHW	301120	330032	SWG AZ/EPNG LATERAL 16 MARICOPA														
DSWG PHW	301120	320590	34-265														
DSWG PHW	301120	320475	SWG AZ/EPNG ARROWHEAD RANCHES MARIC														
DSWG PHW	301120	320427	SWG AZ/EPNG NEW RIVER MARICOPA														
DSWG PHW	301120	320425	SWG AZ/EPNG CAVE CREEK 31-312 MARIC														
DSWG PHW	301120	314967	SWG AZ/EPNG GLENDALE AIRPORT DEL MA														
DSWG PHW	301120	314906	SWG AZ/EPNG DESERT HILLS DELIVERY P														
DSWG PHW	301120	300107	SWG AZ/EPNG LAVEEN MARICOPA														
CONTRACT METER QUANTITY (CMQ(S))				**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**	**900**		

Ex. A-2

Agreement No. FT2E4000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
JBS TOLLESON, INC.
(Shipper)
Dated: November 8, 2022

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. FT2E4000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
JBS TOLLESON, INC.
(Shipper)
Dated: November 8, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	May 1, 2023 – April 30, 2045	1a/				

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302347 STML SJN 302344 STML ANA 302346 STML PER	301120 DSWG PHW	May 1, 2023 – April 30, 2045	1a/			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $12.4708 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Receipt Point ("Eligible Alternate Receipt Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a Primary Receipt Point. Shipper's request to redesignate its existing Primary Receipt Point rights to any Eligible Alternate Receipt Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 618294-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

TENASKA MARKETING VENTURES
(Shipper)

Dated: December 20, 2022

Agreement No. 618294-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: December 20, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **TENASKA MARKETING VENTURES**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the In-Service Date (as defined in paragraph 13) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

   (iii) Construction of the new facilities designed enhance and expand the connection between Transporter's Line Nos. 3079 and 1300, all located in Eddy County, NM (the "Project Facilities").

Agreement No. 618294-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

10. **Recovery for Carbon Tax and Greenhouse Gas Costs**. Shipper agrees that, subject at all times ·to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

Agreement No. 618294-FT1EPNG

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
15,510	September 2023
17,847	October 2023
40,776	November 2023
41,561	December 2023
41,892	January 2024
42,636	February 2024
34,795	March 2024
20,880	April 2024
15,434	May 2024
36,238	June for the Years 2024 through the Expiration Date (as defined in paragraph 12)
36,377	July for the Years 2024 through the Expiration Date
36,328	August for the Years 2024 through the Expiration Date
40,510	September for the Years 2024 through the Expiration Date
42,847	October for the Years 2024 through the Expiration Date
65,776	November for the Years 2024 through the Expiration Date
66,561	December for the Years 2024 through the Expiration Date
66,892	January for the Years 2025 through the Expiration Date
67,636	February for the Years 2025 through the Expiration Date
59,795	March for the Years 2025 through the Expiration Date
45,880	April for the Years 2025 through the Expiration Date
40,434	May for the Years 2025 through the Expiration Date

12. ***Term of Firm Transportation Service:***

Beginning: The later of the In-Service Date of the Project Facilities; or (ii) September 1, 2023 ("Commencement Date")

Ending: Eleven (11) Years and seven (7) Months following the Commencement Date ("Expiration Date")

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

13. **Partial Month Rates** (following In-Service Date): If the date (i) the Project Facilities described above are completed and ready for service and (ii) Transporter is authorized to place Project Facilities into service (the "In-Service Date") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

14. ***Notices, Statements, and Bills:***

To Shipper:
TENASKA MARKETING VENTURES
14302 FNB Parkway
Omaha, NE 68154
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

Agreement No. 618294-FT1EPNG

15. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of eighteen (18) Months, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. ***Effect on Prior Agreement(s):*** N/A.

17. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. 618294-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**TENASKA MARKETING VENTURES**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2022.	_____ day of _____, 2022.

Agreement No. 618294-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TENASKA MARKETING VENTURES
(Shipper)

Dated: February 12, 2024

Shipper's Transportation Contract Demand: See ¶11
Effective Dates: February 14, 2024 – February 29, 2024

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IFOXHILL	48151	IRIOPUER	301797	NN2		2,468												
IMALJMAR	56767	IRIOPUER	301797	NN2		40,168												
TRANSPORTATION CONTRACT DEMAND						**42,636**												

Effective Dates: March 1, 2024 through December 31, 2024

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IFOXHILL	48151	IRIOPUER	301797	NN2			34,795	20,880	15,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		
TRANSPORTATION CONTRACT DEMAND							**34,795**	**20,880**	**15,434**	**36,238**	**36,377**	**36,328**	**40,510**	**42,847**	**65,776**	**66,561**		

Agreement No. 618294-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: January 1, 2025 through March 31, 2035

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
IFOXHILL	48151	IRIOPUER	301797	NN2	66,892	67,636	59,795	45,880	40,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		
TRANSPORTATION CONTRACT DEMAND					**66,892**	**67,636**	**59,795**	**45,880**	**40,434**	**36,238**	**36,377**	**36,328**	**40,510**	**42,847**	**65,776**	**66,561**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 618294-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TENASKA MARKETING VENTURES
(Shipper)

Dated: February 12, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	2/14/24 - 3/31/35	(1a)	(1)	(2)	(3)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302344 STML ANA 302346 STML PER 302347 STML SJN	301797 IRIOPUER	2/14/24 - 3/31/35	(1a)	(1)	(2)	(3)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $8.2034 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Receipt Point located on Transporter's Segment No. 645 ("Eligible Alternate Point"), with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary Receipt Point. Shipper's request to redesignate its existing primary Receipt Point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

Agreement No. 618294-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 618295-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

TENASKA MARKETING VENTURES
(Shipper)

Dated: December 20, 2022

Agreement No. 618295-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: December 20, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **TENASKA MARKETING VENTURES**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the In-Service Date (as defined in paragraph 13) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

   (iii) Construction of the new facilities designed enhance and expand the connection between Transporter's Line Nos. 3079 and 1300, all located in Eddy County, NM (the "Project Facilities").

Agreement No. 618295-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

10. **Recovery for Carbon Tax and Greenhouse Gas Costs**. Shipper agrees that, subject at all times ·to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

11. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
90,422	September
55,633	October
61,138	November
44,479	December
42,759	January
44,547	February
66,885	March
69,025	April
103,530	May
109,959	June
101,218	July
106,533	August

Agreement No. 618295-FT1EPNG

12. ***Term of Firm Transportation Service:***

Beginning: The later of the In-Service Date of the Project Facilities; or (ii) September 1, 2023 ("Commencement Date")

Ending: Five (5) Years and seven (7) Months following the Commencement Date ("Expiration Date")

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

13. **Partial Month Rates** (following In-Service Date): If the date (i) the Project Facilities described above are completed and ready for service and (ii) Transporter is authorized to place Project Facilities into service (the "In-Service Date") occurs on any date other than the first Day of a Month, then Shipper shall pay Transporter a prorated share of the negotiated rates described in Exhibit B based on the number of Days in the Month on and after the date that follows the In-Service Date divided by the total number of Days in the Month. Transporter shall use commercially reasonable efforts to keep Shipper informed of the anticipated In-Service Date.

14. ***Notices, Statements, and Bills:***

To Shipper:
TENASKA MARKETING VENTURES
14302 FNB Parkway
Omaha, NE 68154
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

15. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

Agreement No. 618295-FT1EPNG

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of eighteen (18) Months, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. ***Effect on Prior Agreement(s):*** N/A.

17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**TENASKA MARKETING VENTURES**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2022.	_____ day of _____, 2022.

Agreement No. 618295-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TENASKA MARKETING VENTURES
(Shipper)

Dated: December 20, 2022

Shipper's Transportation Contract Demand: See ¶11

Effective Dates: If the Commencement Date occurs before January 1, 2024, then from the Commencement Date through December 31, 2023.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IFOXHILL	48151	KEYTRAN	302136	NS1									10,238	10,238	10,238	10,238		
IFOXHILL	48151	PLNSTRAN	302250	NN3									80,184	45,395	50,900	34,241		
TRANSPORTATION CONTRACT DEMAND													**90,422**	**55,633**	**61,138**	**44,479**		

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the later of January 1, 2024 or the Commencement Date through December 31, 2024.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IFOXHILL	48151	KEYTRAN	302136	NS1	10,238	10,238	10,238	10,239	13,811	12,598	10,238	10,238	10,238	10,238	10,238	10,238		
IFOXHILL	48151	PLNSTRAN	302250	NN3	32,521	34,309	56,647	58,786	79,055	59,464	61,685	61,734	57,552	45,395	32,286	31,501		
IMLNCARL	301653	PLNSTRAN	302250	NN3					10,664	37,897	29,295	34,561	22,632		18,614	2,740		
TRANSPORTATION CONTRACT DEMAND					**42,759**	**44,547**	**66,885**	**69,025**	**103,530**	**109,959**	**101,218**	**106,533**	**90,422**	**55,633**	**61,138**	**44,479**		

Agreement No. 618295-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: If the Commencement Date occurs on or before January 1, 2025 or if the Commencement Date occurs after January 1, 2025, then from the later of January 1, 2025 or the Commencement Date through the Expiration Date.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IFOXHILL	48151	KEYTRAN	302136	NS1	10,238	10,238	10,238	10,239	13,811	12,598	10,238	10,238	10,238	10,238	10,238	10,238		
IFOXHILL	48151	PLNSTRAN	302250	NN3	31,170	30,426	38,267	52,181	54,055	59,464	61,685	61,734	57,552	45,395	32,286	31,501		
IMLNCARL	301653	PLNSTRAN	302250	NN3	1,351	3,883	18,380	6,605	35,664	37,897	29,295	34,561	22,632		18,614	2,740		
TRANSPORTATON CONTRACT DEMAND					**42,759**	**44,547**	**66,885**	**69,025**	**103,530**	**109,959**	**101,218**	**106,533**	**90,422**	**55,633**	**61,138**	**44,479**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2

Agreement No. 618295-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
TENASKA MARKETING VENTURES
(Shipper)

Dated: December 20, 2022

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶12	(1a)	(1)	(2)	(3)

Primary and Alternate Receipt Point(s) / Location(s)	*Primary Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
302344 STML ANA 302346 STML PER 302347 STML SJN	302250 PLNSTRAN 302136 KEYTRAN	See ¶12	(1a)	(1)	(2)	(3)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $2.5702 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Receipt Point located on Transporter's Segment No. 645 ("Eligible Alternate Point"), with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary Receipt Point. Shipper's request to redesignate its existing primary Receipt Point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

Agreement No. 618295-FT1EPNG

EXHIBIT B
(CONT.)

Notes:

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. FT2QE000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ASARCO L.L.C.
(Shipper)

Dated: July 19, 2023

Agreement No. FT2QE000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: July 19, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ASARCO L.L.C.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes__X__ No_____

Agreement No. FT2QE000-FT1EPNG

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
4,000	January 1, 2024 – December 31, 2053

11. ***Term of Firm Transportation Service:*** Beginning: October 1, 2008
Ending: December 31, 2053

12. ***Notices, Statements, and Bills:***

To Shipper:
ASARCO L.L.C.
P. O. Box 5666
Tucson, AZ 85703
Attn: Contract Administrator

To Transporter: See "Points of Contact" in the Tariff.

13. ***Effect on Prior Agreement(s):*** This agreement will amend the following agreement between the Parties with the changes to be effective on January 1, 2024: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT2QE000-FT1EPNG, last amended on July 18, 2018.

14. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

ASARCO L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. FT2QE000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ASARCO L.L.C.
(Shipper)

Dated: July 19, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2024 - December 31, 2053

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	Marc h	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DASARS-H	300783	NS3	2,200	3,500	3,500	3,500	3,500	3,500	1,500	3,500	2,000	3,500	3,500	3,500
BONDADST	300724	DASARS-H	300783	CC1	500	500	500	500	500	500	500	500	500	500	500	500
KEYSTONE	302132	DASARS-H	300783	SS1	1,300						2,000		1,500			
TRANSPORTATION CONTRACT DEMAND					**4,000**	**4,000**	**4,000**	**4,000**	**4,000**	**4,000**	**4,000**	**4,000**	**4,000**	**4,000**	**4,000**	**4,000**

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
DASARS-H	300783	320559	HAYDEN SMELTER	50	
DASARS-H	300783	330021	HAYDEN SMELTER 2	65	

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT2QE000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ASARCO L.L.C.
(Shipper)

Dated: July 19, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	January 1, 2024 – December 31, 2038	1a/				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2039 – December 31, 2053					

Primary and Alternate Receipt Point(s) / Location(s)	*Primary and Alternate Delivery Point(s) / Location(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Authorized Overrun Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All Receipt Points as they may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	All Delivery Points to which the Arizona rates apply as those points may change from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time	January 1, 2024 – December 31, 2038	1a/				

Agreement No. FT2QE000-FT1EPNG

EXHIBIT B
(Cont.)

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $13.9917 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 619229-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: June 5, 2023

Agreement No. 619229-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: June 5, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.

   (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

   If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

Agreement No. 619229-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	Time Period
20,021	April – October (only during summer Months of April through October)

11. ***Term of Firm Transportation Service***:

Beginning: The later of (a) the in-service date of the Project Facilities or (b) December 1, 2023 (the "Commencement Date").

Ending: October 31, 2063

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Partial Month Rates*** (following In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the "In-Service Date") is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of April through October, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

13. ***Notices, Statements, and Bills:***

To Shipper:
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
P. O. Box 670
Benson, AZ 85602
Attn: Manager Power Trading (Notices and Invoices)

To Transporter: See "Points of Contact" in the Tariff.

14. ***Effect on Prior Agreement(s):*** N/A.

15. ***Recovery for Carbon Tax and Greenhouse Gas Costs***: Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs.

16. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody's, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter's reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper's S&P or Moody's rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper's ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody's rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term.; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

17. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.	**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**
_____	_____
_____	_____
_____	_____
Accepted and agreed to this	Accepted and agreed to this
_____ day of _____, 2023.	_____ day of _____, 2023.

Agreement No. 619229-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: September 12, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: October 1,2024 through October 31, 2024

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
KEYSTONE	302132	IWILCOXD	302080	SS1										4,392				
KEYSTONE	302132	DAEPCWIL	300754	SS1										15,629				
TRANSPORTATION CONTRACT DEMAND														**20,021**				

Agreement No. 619229-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: September 12, 2024

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: November 1, 2024 through October 31, 2063

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	IWILCOXD	302080	SS1				20,021	20,021	20,021	20,021	20,021	20,021	20,021				
TRANSPORTATION CONTRACT DEMAND								**20,021**	**20,021**	**20,021**	**20,021**	**20,021**	**20,021**	**20,021**				

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 619229-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA ELECTRIC POWER COOPERATIVE, INC.
(Shipper)

Dated: September 12, 2024

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	October 1, 2024 – October 31, 2063	1a/			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $14.4200 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Agreement No. 618907-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

EL PASO NATURAL GAS COMPANY, L.L.C.

And

SOUTHWEST GAS CORPORATION
(Shipper)

Dated: April 24, 2023

Agreement No. 618907-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: April 24, 2023

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ***Transporter:*** **EL PASO NATURAL GAS COMPANY, L.L.C.**

2. ***Shipper:*** **SOUTHWEST GAS CORPORATION**

3. ***Applicable Tariff and Incorporation by Reference:*** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. ***Changes in Rates and Terms:*** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. ***Transportation Service:*** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

   Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

   The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on the in-service date of the Project Facilities (as described in this paragraph 5) the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

   (i) The receipt by Transporter of all FERC regulatory authorizations necessary for the Project Facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Project Facilities in form and substance satisfactory to Transporter in its sole discretion.

   (ii) The acquisition by Transporter of all rights-of-way and other surface rights required to site the Project Facilities, in a form and substance satisfactory to Transporter in its sole discretion.

   (iii) Construction of additional facilities, including a 30" outside diameter loop extension of its Line No. 1110 near Cornudas, Texas, located in Hudspeth County, TX (the "Project Facilities").

   If the immediately preceding conditions precedent are not fully satisfied, where applicable, then Transporter may terminate this Agreement without liability of any kind to Shipper.

Agreement No. 618907-FT1EPNG

6. ***Receipt Points, Delivery Points and Flow Paths:*** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. ***Rates and Surcharges:*** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. ***Negotiated Rate:*** Yes___X___ No_____

10. ***Transportation Contract Demand ("TCD"):***

TCD (Dth/d)	**Time Period**
20,021	December 2023 – March 2024
5,021	November 2024
20,021	December 2024 – March 2025
20,021	November 2025 – March 2043 (only during winter Months of November through March)

11. ***Term of Firm Transportation Service***:

Beginning: The later of (a) the in-service date of the Project Facilities and (b) December 1, 2023 (the “Commencement Date”).

Ending: March 31, 2043

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. ***Partial Month Rates*** (following the In-Service Date): If the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place the Project Facilities into service (the “In-Service Date”) is any date other than the first Day of a Month and is after December 1, 2023, and occurs during the Months of November through March, then Shipper shall pay Transporter a prorated share of its applicable Reservation Charges based on the number of Days remaining in the Month, beginning on the In-Service Date and continuing through the last Day of the Month, divided by the total number of Days in the Month. Transporter and Shipper shall use commercially reasonable efforts to keep the other Party informed of the In-Service Date.

Agreement No. 618907-FT1EPNG

13. ***Notices, Statements, and Bills:***

To Shipper:
SOUTHWEST GAS CORPORATION
8360 S. Durango Drive
Las Vegas, NV 89113
Attn: Vice President/Administration

To Transporter: See “Points of Contact” in the Tariff.

14. ***Effect on Prior Agreement(s):*** N/A.

15. ***Recovery for Carbon Tax and Greenhouse Gas Costs***: Shipper agrees that, subject at all times to FERC’s approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein “Greenhouse Gas Emissions Costs” means (i) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (ii) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter’s FERC-approved recourse rates, then Shipper will agree to modify the negotiated reservation rate under this Agreement by the amount of Transporter’s maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs.

16. ***Creditworthiness:*** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's"), then Shipper shall be deemed creditworthy by Transporter if: (i) Shipper’s senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody’s to a level below that set forth in subpart (i) of this paragraph (a). In addition, in the event Shipper is not rated by S&P and/or Moody’s, Shipper may demonstrate creditworthiness by providing audited financial statements for the previous two (2) fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of Shipper that, in Transporter’s reasonable discretion, adequately supports the level of service under this Agreement.

(b) If at any time during the term of this Agreement, Shipper’s S&P or Moody’s rating falls below the levels described above, or Shipper becomes unrated or Shipper otherwise fails to satisfy the requirements of paragraph (a), then for the time period that Shipper’s ratings are below the requirements of paragraph (a), Shipper is unrated, or Shipper is otherwise unable to satisfy the requirements of paragraph (a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph (c) below. If Shipper subsequently becomes able to satisfy the S&P and Moody’s rating levels described above, Shipper may immediately satisfy its creditworthiness obligations in the manner provided in paragraph (a).

(c) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph (a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph (a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the anticipated charges under this Agreement during the lesser of thirty-six (36) months and the period of time remaining in the term; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(d) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(e) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

17. ***Governing Law:*** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

EL PASO NATURAL GAS COMPANY, L.L.C.

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

SOUTHWEST GAS CORPORATION

_____

_____

_____

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. #618907-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: April 24, 2023

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								2,021	17,021
TRANSPORTATION CONTRACT DEMAND					**20,021**	**20,021**	**20,021**								**5,021**	**20,021**

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

					Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
KEYSTONE	302132	DSWG PHX	301122	SS1	3,000	3,000	3,000								3,000	3,000
KEYSTONE	302132	DSWG TUS	301133	SS1	17,021	17,021	17,021								17,021	17,021
TRANSPORTATION CONTRACT DEMAND					**20,021**	**20,021**	**20,021**								**20,021**	**20,021**

Agreement No. #618907-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: If the Commencement Date occurs before January 1, 2025, then from the Commencement Date through December 31, 2024

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	**Del PIN**	**Meter No.**	**Description**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 3/**	**Delivery Pressure (p.s.i.g) Not greater than 3/**
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300								2,300	2,300		
DSWG PHX	301122	330029	Chandler No. 1	700	700	700								700	700		
DSWG TUS	301133	320137	Richard Hawn C31	680	680	679									684		
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516								2,021	9,502		
DSWG TUS	301133	320127	W. Isom C-15	862	880	882									886		
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553									4,616		
DSWG TUS	301133	331686	Años De Oro	952	1,962	1,391									1,333		
CONTRACT METER QUANTITY (CMQ(s))				**20,021**	**20,021**	**20,021**								**5,021**	**20,021**		

Agreement No. #618907-FT1EPNG

EXHIBIT A
(CONT.)

Effective Dates: If the Commencement Date occurs on or after January 1, 2025, then from the Commencement Date through March 31, 2043; or if the Commencement Date occurs before January 1, 2025, then from January 1, 2025 through March 31, 2043

				Contract Meter Quantity (CMQ(s)) 2/													
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
DSWG PHX	301122	334806	Gilbert C.G.	2,300	2,300	2,300								2,300	2,300		
DSWG PHX	301122	330029	Chandler No. 1	700	700	700								700	700		
DSWG TUS	301133	320137	Richard Hawn C31	680	680	679								684	684		
DSWG TUS	301133	330409	Berlenback C-19	9,939	8,892	9,516								8,429	9,502		
DSWG TUS	301133	320127	W. Isom C-15	862	880	882								888	886		
DSWG TUS	301133	331092	Avra Valley	4,588	4,607	4,553								4,606	4,616		
DSWG TUS	301133	331686	Años De Oro	952	1,962	1,391								2,414	1,333		
CONTRACT METER QUANTITY (CMQ(s))				**20,021**	**20,021**	**20,021**								**20,021**	**20,021**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.

3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 618907-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHWEST GAS CORPORATION
(Shipper)

Dated: April 24, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	See ¶11	1a/			

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of $54.1600 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

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Section 7.96.2. Version 5.0.0 March 1, 2022
Section 7.97. Version 1.0.0 August 1, 2017
Section 7.97.1. Version 1.0.0 August 1, 2017
Section 7.98. Version 1.0.0 July 15, 2019
Section 7.98.1. Version 1.0.0 July 15, 2019
Section 7.98.2. Version 2.0.0 December 18, 2021
Section 7.99. Version 2.0.0 April 1, 2025
Section 7.99.1. Version 2.0.0 April 1, 2025
Section 7.99.2. Version 2.0.0 April 1, 2025
Section 7.100. Version 1.0.0 November 1, 2022
Section 7.100.1. Version 1.0.0 November 1, 2022
Section 7.100.2. Version 1.0.0 November 1, 2022
Section 7.101. Version 2.0.0 April 1, 2025
Section 7.101.1. Version 2.0.0 April 1, 2025
Section 7.101.2. Version 2.0.0 April 1, 2025
Section 7.102. Version 2.0.0 December 1, 2024
Section 7.102.1. Version 3.0.0 December 1, 2024
Section 7.102.2. Version 2.0.0 December 1, 2024
Section 7.103. Version 2.0.0 April 1, 2025
Section 7.103.1. Version 2.0.0 April 1, 2025
Section 7.103.2. Version 2.0.0 April 1, 2025

Section 7.104. Version 2.0.0 April 1, 2025
Section 7.104.1. Version 2.0.0 April 1, 2025
Section 7.104.2. Version 2.0.0 April 1, 2025
Section 7.105. Version 2.0.0 April 1, 2025
Section 7.105.1. Version 2.0.0 April 1, 2025
Section 7.105.2. Version 2.0.0 April 1, 2025
Section 7.106. Version 2.0.0 April 1, 2025
Section 7.106.1. Version 2.0.0 April 1, 2025
Section 7.106.2. Version 2.0.0 April 1, 2025
Section 7.107. Version 0.0.0 November 1, 2019
Section 7.107.1. Version 0.0.0 November 1, 2019
Section 7.107.2. Version 0.0.0 November 1, 2019
Section 7.108. Version 3.0.0 March 1, 2025
Section 7.108.1. Version 5.0.0 March 1, 2025
Section 7.108.2. Version 5.0.0 March 1, 2025
Section 7.109. Version 0.0.0 November 1, 2020
Section 7.109.1. Version 0.0.0 November 1, 2020
Section 7.109.2. Version 0.0.0 November 1, 2020
Section 7.110. Version 0.0.0 November 1, 2020
Section 7.110.1. Version 0.0.0 November 1, 2020
Section 7.110.2. Version 0.0.0 November 1, 2020
Section 7.111. Version 1.0.0 April 1, 2024
Section 7.111.1. Version 1.0.0 April 1, 2024
Section 7.111.2. Version 1.0.0 April 1, 2024
Section 7.112. Version 0.0.0 April 1, 2021
Section 7.112.1. Version 0.0.0 April 1, 2021
Section 7.112.2. Version 0.0.0 April 1, 2021
Section 7.113. Version 0.0.0 April 1, 2021
Section 7.113.1. Version 0.0.0 April 1, 2021
Section 7.113.2. Version 0.0.0 April 1, 2021
Section 7.114. Version 0.0.0 April 1, 2021
Section 7.114.1. Version 0.0.0 April 1, 2021
Section 7.114.2. Version 0.0.0 April 1, 2021
Section 7.115. Version 0.0.0 April 1, 2021
Section 7.115.1. Version 0.0.0 April 1, 2021
Section 7.115.2. Version 0.0.0 April 1, 2021

Section 7.116. Version 0.0.0 February 1, 2022
Section 7.116.1. Version 0.0.0 February 1, 2022
Section 7.116.2. Version 0.0.0 February 1, 2022
Section 7.117. Version 2.0.0 December 1, 2024
Section 7.117.1. Version 3.0.0 December 1, 2024
Section 7.117.2. Version 3.0.0 December 1, 2024
Section 7.118. Version 2.0.0 December 1, 2024
Section 7.118.1. Version 2.0.0 December 1, 2024
Section 7.118.2. Version 2.0.0 December 1, 2024
Section 7.119. Version 0.0.0 January 1, 2023
Section 7.119.1. Version 0.0.0 January 1, 2023
Section 7.119.2. Version 0.0.0 January 1, 2023
Section 7.120. Version 0.0.0 May 1, 2023
Section 7.120.1. Version 0.0.0 May 1, 2023
Section 7.120.2. Version 0.0.0 May 1, 2023
Section 7.121. Version 0.0.0 September 1, 2023
Section 7.121.1. Version 1.0.0 February 14, 2024
Section 7.121.2. Version 1.0.0 February 14, 2024
Section 7.122. Version 0.0.0 September 1, 2023
Section 7.122.1. Version 0.0.0 September 1, 2023
Section 7.122.2. Version 0.0.0 September 1, 2023
Section 7.123. Version 0.0.0 January 1, 2024
Section 7.123.1. Version 0.0.0 January 1, 2024
Section 7.123.2. Version 0.0.0 January 1, 2024
Section 7.124. Version 0.0.0 July 1, 2024
Section 7.124.1. Version 2.0.0 October 1, 2024
Section 7.124.2. Version 2.0.0 October 1, 2024
Section 7.125. Version 0.0.0 July 1, 2024
Section 7.125.1. Version 0.0.0 July 1, 2024
Section 7.125.2. Version 0.0.0 July 1, 2024