



June 14, 2019

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming, Negotiated Rate Agreement Filing;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP19-_____

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A. Proposed with an effective date of July 15, 2019, the tariff records reflect the addition of a new non-conforming, negotiated rate transportation service agreement ("TSA") to EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff").

Reason for Filing

In accordance with 18 C.F.R. § 154.112(b) (2018) of the Commission's regulations and the Commission's policy statement regarding negotiated rates,¹ EPNG is submitting TSA No. 612956-FT1EPNG with Apache Corporation ("Apache") for the Commission's review and acceptance as a non-conforming, negotiated rate TSA. As described below, the TSA contains non-conforming provisions that are not included in EPNG's Rate Schedule FT-1 Form of Service Agreement ("Pro Forma"). Accordingly, EPNG is proposing to update its Tariff to reflect the TSA.

¹ *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

Description of the Agreement

EPNG and Apache recently executed TSA No. 612956-FT1EPNG (“Apache TSA”), a negotiated rate, non-conforming agreement.² The TSA includes a negotiated reservation rate of \$1.3688 per dekatherm (“Dth”) per month that becomes effective July 15, 2019 and extends for a term of ten years. The initial transportation contract demand (“TCD”) is 200,000 Dth per day starting July 15, 2019 and increases to 577,000 Dth per day once certain facilities are constructed and placed into service. The Apache TSA provides for a primary receipt point of IPELSPRI (PIN 49444) and a primary delivery point of DPECSTRL (PIN 49748) for the period starting July 15, 2019 through the day preceding the Project Commencement Date (“PCD”).³ On the PCD, the primary delivery point shifts to a new interconnect with the Gulf Coast Express project (“GCX”).⁴ The Apache TSA also specifies that the negotiated rates will apply to certain alternate receipt and delivery point combinations for the full term of the TSA.

Non-Conforming Provisions

Construction-Related Provision

Consistent with EPNG’s Pro Forma, paragraph 5 of the Apache TSA describes the minor system modifications to be undertaken near EPNG’s existing Pit Bull Receipt Point and the construction of the new GCX interconnect. Paragraph 5 of EPNG’s Pro Forma allows for the inclusion of certain construction provisions when additional facilities are required in order to provide transportation service. Paragraph 5 of the Apache TSA includes a contingency provision which states that if the requirements contained in the paragraph are not fully satisfied, then EPNG may terminate the TSA, without liability of any kind to Apache, by providing Apache no less than five business days advance written notice of such termination.⁵ If EPNG exercises this right, then TSA No. 610525-FT1EPNG cited in paragraph 13 of the Apache TSA will be reinstated. This paragraph clarifies EPNG’s rights and obligations relating to the permitting and construction of the facilities required to provide transportation service and should be considered an acceptable contract deviation.

² This contract replaces TSA No. 610525-FT1EPNG, which is currently included in EPNG’s Tariff. The Commission accepted TSA No. 610525-FT1EPNG in a letter order dated May 1, 2018 in Docket No. RP18-686-000.

³ The PCD is described in the TSA as the later of (a) the date that project facilities are completed and ready for service and EPNG is authorized to place them into service, and (b) the in-service date of the proposed Gulf Coast Express (“GCX”) project.

⁴ The GCX project facilities are being designed to transport approximately 2 Bcf per day of Permian Basin natural gas supply from the Waha Hub near Coynosa, Texas to Aqua Dulce, Texas located near the Gulf Coast and are expected to be in service as early as October 2019.

⁵ This provision was previously reviewed and accepted by the Commission in an published letter order dated May 1, 2018 in Docket No. RP18-686-000.

Termination Provision

Similarly, paragraph 11 of EPNG's Pro Forma provides for defining the term of the transportation service and includes a fill in the blank to describe potential facility construction contingencies. Paragraph 11 of the Apache TSA provides that if the PCD has not occurred by October 1, 2020, then EPNG and Apache shall each have the right, but not an obligation, to terminate TSA No. 612956-FT1EPNG by providing notice of termination to the other party on or before November 1, 2020. While EPNG's Pro Forma does provide the flexibility to include construction contingency provisions, should the Commission determine the language in Paragraph 11 to be non-conforming, EPNG respectfully requests the Commission approve this provision as a permissible deviation from the Pro Forma.

Negotiated Rates

GT&C Section 4.18 of EPNG's Tariff allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. EPNG and Apache have agreed to negotiated rates that apply to reservation, authorized overrun and usage rates which are described in Exhibit B. EPNG requests the Commission accept the following negotiated rate provisions as provided for in EPNG's Tariff.

As detailed in footnote 1a, TSA No. 612956-FT1EPNG provides for a negotiated reservation rate of \$1.3688 per Dth per month. Footnote 1b provides for a negotiated rate to be applicable to authorized overrun quantities for a specified time period and quantity. From July 15, 2019 through the PCD, authorized overrun quantities actually delivered from the primary receipt point to the primary delivery point, up to a volume limitation of 40,000 Dth per day, shall be charged \$0.0450 per Dth per day.

Footnotes 1c and 1d specify that EPNG and Apache have agreed that incremental, negotiated rates will be assessed on certain receipt and delivery point combinations. Specifically, footnote 1c provides that in addition to the \$1.3688 per Dth monthly reservation rate, gas received at IPELSPRI and delivered to INORBAJA, DSCALEHR, DSCALTOP and DPG&ETOP will be assessed an additional \$0.1050 per Dth per day. Similarly, footnote 1d states that an incremental, negotiated rate of \$0.0500 per Dth per day will be charged in addition to the negotiated reservation rate of \$1.3688 on quantities received at IPELSPRI, IPITBULL, ICELERO, ITYHLAKE, IBLAKEDR, WAHA, ISALTCRK and IVALERO and delivered to IVALEROW and IOASISWA.

Footnote 1e on Exhibit B details the assessment of usage charges. It provides that a negotiated usage rate of \$0.0000 per Dth shall apply for service from the applicable receipt and delivery points set forth in Exhibit B, up to the maximum quantities set forth in Exhibit A and up to the point specific authorized overrun levels described in footnote 1b. This negotiated usage rate is an integral component of the negotiated rate arrangement agreed to by EPNG and Apache. To the extent that

footnote 1e is not part of EPNG's Pro Forma, EPNG respectfully requests the Commission approve this non-conforming provision.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to Subpart C of the Commission's regulations:

Part I: Overview, Section 1 and Part VII: Non-Conforming are updated to remove references to TSA No. 610525-FT1EPNG and to include TSA No. 612956-FT1EPNG.

Part VII, Sections 98.0 through 98.2 are updated to remove TSA No. 610525-FT1EPNG and to include TSA No. 612956-FT1EPNG.

Procedural Matters

Inasmuch as this filing is fully described herein, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2018) of the Commission's regulations is omitted.

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁶ EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, an executed copy of the TSA;
- d) Appendix C, a marked version of the non-conforming TSA reflecting changes from the Pro Forma; and
- e) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective July 15, 2019, consistent with effective date of the TSA. With respect to any tariff provisions the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff provisions into effect at the end of the suspension period. Additionally, pursuant to 18 C.F.R. § 154.7(a)(7) (2018) of the Commission's regulations, EPNG respectfully requests that the Commission grant all waivers necessary to effectuate this filing

⁶ 18 C.F.R. §§ 154.101 - 154.603 (2018).

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
EPNGRegulatoryAffairs@kindermorgan.com

Mr. David K. Dewey
Vice President & Managing Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4227
David_Dewey@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2018)).

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

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

By: _____/s/
Francisco Tarin
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on EPNG's pipeline system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 14th day of June 2019.

/s/

Francisco Tarin

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

EL PASO NATURAL GAS COMPANY, L.L.C.
Non-Conforming Negotiated Rate Agreement Filing

Third Revised Volume No. 1A

Part I: Overview	Table of Contents	Version 56.0.0
Part VII: Non Conforming		Version 55.0.0
Section 98.0	Apache Corporation #612956-FT1EPNG	Version 1.0.0
Section 98.1	Apache Corporation #612956-FT1EPNG Exh A	Version 1.0.0
Section 98.2	Apache Corporation #612956-FT1EPNG Exh B	Version 1.0.0

Appendix B

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

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.
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"):**

<u>TCD (Dth/d)</u>	<u>Time Period</u>
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.

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

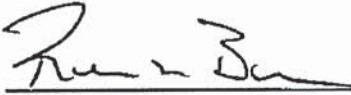


GREGORY W. RUBEN

Vice President

Accepted and agreed to this

12th day of JUNE, 2019.



Robert W Bourne

VP-Business Development/
midstream + marketing

Accepted and agreed to this

12th day of June, 2019.

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)

Primary Receipt PIN Name	Reg PIN	IRG PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code-(Dthld):1/												Delivery Pressure (psig) Not greater than 2/
						Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
IPELSPRI	49444	DPECSTRL	49746	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	200,000	200,000
TRANSPORTATION CONTRACT DEMAND																		

Effective Dates: PCD through the Expiration Date (as defined in ¶11)

Primary Receipt PIN Name	Reg PIN	IRG PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code-(Dthld):1/												Delivery Pressure (psig) Not greater than 2/
						Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
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	577,000	577,000	577,000
TRANSPORTATION CONTRACT DEMAND																		

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.

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: May 22, 2019

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 Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
IPELSPRI	49444		49748						
IPITBULL	47887	DPECSTR	301621						
ICELERO	800907	ILONEWA	302075						
ITYHLAKE	801266	IWESTARW		See ¶11	(1a)	(1e)			
IBLAKEDR	49073	IMNDZTRL	48148						
WAHA	302404	WAHATRAN	302407						
ISALTCRK	50498	New GCX Delivery at Waha	TBD						
IVALERO	301945								
IPELSPRI	49444	INORBAJA	301693		(1a)(1c)				
		DSCALEHR	301016						
		DSCALTOP	332503						
		DPG&ETOP	314604						

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: May 22, 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/	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.
- 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.

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: May 22, 2019

- 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.

Appendix C

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

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"). ~~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 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.

- 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"):**

<u>TCD (Dth/d)</u>	<u>Time Period</u>
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.

- 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 _____, 2018.

_____ day of _____, 2018.

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)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del 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			
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	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	200,000		

Effective Dates: PCD through the Expiration Date (as defined in ¶11)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del 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			
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	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	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.

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: May 22, 2019

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
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)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
IPELSPRI	49444								
IPITBULL	47887	DPECSTR	49748						
ICELERO	800907	ILONEWA	301621						
ITYHLAKE	801266	IWESTARW	302075	See ¶11	(1a)	(1e)			
IBLAKEDR	49073	IMNDZTRL	48148						
WAHA	302404	WAHATRAN	302407						
ISALTCRK	50498	New GCX Delivery at Waha	TBD						
IVALERO	301945								
IPELSPRI	49444	INORBAJA	301693	See ¶11	(1a)(1c)				
		DSCALEHR	301016						
		DSCALTOP	332503						
		DPG&ETOP	314604						

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: May 22, 2019

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
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.

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: May 22, 2019

- 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 ~~to the following~~ the usage rate for this Agreement shall be a negotiated usage rate(s) 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.

CLEAN TARIFF SECTIONS

TABLE OF CONTENTS

Part I: Overview

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

Part II: Statement of Rates for Transportation of Natural Gas

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

Part III: 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

Part IV: Transportation General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4	Requests for Services
Section 4.1	Request for Service
Section 4.2	Prospective Sale of Available Capacity
Section 4.3	Availability of Firm Service
Section 4.4	Obtaining Firm Service Within the Sales Timeline
Section 4.5	Obtaining Firm Service Outside the Sales Timeline
Section 4.6	Preparation of TSA
Section 4.7	Capacity Reserved for Future Expansion Projects
Section 4.8	Obtaining Interruptible Service
Section 4.9	Off-System Capacity
Section 4.10	Reserved
Section 4.11	Electronic Execution of Agreements
Section 4.12	Evergreen
Section 4.13	Re-Contracting for a Higher Level of Service
Section 4.14	Right-of-First-Refusal
Section 4.15	Extension of Executed TSAs
Section 4.16	Creditworthiness Requirement
Section 4.17	Discounted Rates
Section 4.18	Negotiated Rate Authority
Section 4.19	Statutory Regulation
Section 4.20	Assignments
Section 4.21	Certification
Section 4.22	Heating Values
Section 4.23	Arbitration
Section 5	Service Conditions
Section 6	Nominations and Scheduling Procedures
Section 6.1	Scheduling of Receipts and Deliveries
Section 6.2	Capacity Allocation Procedure
Section 6.3	Adjustments to Confirmations due to Supply Underperformance
Section 6.4	Capacity Allocation in the Event of Force Majeure or Required Maintenance
Section 6.5	Flow Day Diversion
Section 6.6	Pooling
Section 6.7	Improvement of Scheduling Priority
Section 7	Responsibility for Gas and Products
Section 8	Operating Provisions
Section 8.1	Firm Service
Section 8.2	Interruptible Service

Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Notice by Shipper Electing to Release Capacity
Section 9.4	Notice of Pre-Arranged Release
Section 9.5	Term of Released Capacity
Section 9.6	Availability of Released Capacity
Section 9.7	Open Season and Matching Period
Section 9.8	Bids for Released Capacity
Section 9.9	Awards of Released Capacity
Section 9.10	Execution of Agreements
Section 9.11	Notice of Completed Transactions
Section 9.12	Effective Date of Release and Acquisition
Section 9.13	Notice of Offer to Purchase Capacity
Section 9.14	Rates
Section 9.15	Marketing Fee
Section 9.16	Billing
Section 9.17	Nominations, Scheduling and Recalls
Section 9.18	Qualification for Participation in the Capacity Release Program
Section 9.19	Compliance by Acquiring Shipper
Section 9.20	Obligations of Releasing Shipper
Section 9.21	Flexible Receipt and Delivery Point(s)
Section 9.22	Refunds
Section 9.23	Right to Terminate a Temporary Capacity Release
Section 10	Imbalance Management
Section 10.1	Imbalance Administration
Section 10.2	Imbalance Resolution
Section 10.3	Cash Out
Section 10.4	Maintenance of System Integrity
Section 10.5	Allocation of Delivery Quantities
Section 10.6	Allocation of Receipt Quantities
Section 11	System Operational Parameters
Section 11.1	Strained and Critical Operating Condition Procedures
Section 11.2	Flow Control Equipment
Section 11.3	Force Majeure
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Reserved
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

Part V: Forms of Transportation Service Agreements

(Explanation of TSA Tariff Sections)

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

Part VI: Graphical Illustrations

Section 1	North/South System Map
-----------	------------------------

Part VII: Non-Conforming Agreements

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	El Paso Marketing Company LLC #FT3AF000
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative, Inc. #H222V000
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000
Section 19	Comisión Federal de Electricidad. #FT3DP000
Section 20	Mex Gas Supply, S.L. #612653-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
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	Southern California Gas Company Letter Agreement
Section 32	Southern California Gas Company #9RBX
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	Southern California Gas Company #FT37H000
Section 35	Reserved
Section 36	Reserved
Section 37	Southern California Gas Company #FT3A2000
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000

Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	Reserved
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000
Section 88	New Mexico Gas Company, Inc. #FT3FW000
Section 89	New Mexico Gas Company, Inc. #FT3FX000
Section 90	New Mexico Gas Company, Inc. #FT3FY000
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #H822G000
Section 93	Reserved

Part VII: Non-Conforming Agreements (Continued)

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	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000

List of Non-Conforming Agreements

Anadarko Energy Services Company #FT3GQ000
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
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
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 Whiteface, Texas #FX222000

List of Non-Conforming Agreements (Continued)

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
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company #H6223000
El Paso Marketing Company LLC #FT3AF000
E.M.W. Gas Association #FX22A000
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
Graham County Utilities, Inc. #97ZP
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997
MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement
#FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
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
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
Southern California Gas Company Letter Agreement dated June 6, 2013 for Agreement #9RBX,
#FTUD000, #FT37H000, #FT37J000, #FT323000 and #FT3A2000

List of Non-Conforming Agreements (Continued)

Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
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
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000, #H222R000 and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000
Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000
Arizona Public Service Company FT-1 Agreement #FT3HX000
Arizona Public Service Company FTH-8 Agreement #H822E000
Arizona Public Service Company FTH-8 Agreement #H822G000
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT276000
ConocoPhillips Company FT-1 Agreement #FT3EA000
EWM P1, LLC Agreement #FT3FM000
Mexicana de Cobre, S.A. de C.V. #FT399000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000

List of Non-Conforming Negotiated Rate Agreements (Continued)

Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #FT3ET000
Public Service Company of New Mexico FT-1 Agreement #FT3EU000
Public Service Company of New Mexico FTH-12 Agreement #H222W000
Public Service Company of New Mexico FTH-12 Agreement #H222X000
Saaavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement
and Power District FTH-12 Agreement #H222T000
Southern California Gas Company FT-1 Agreement #611367-FT1EPNG
Tucson Electric Power Company FT-1 Agreement #FT3AC000
Tucson Electric Power Company FTH-12 Agreement #H222R000
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
UNS Gas, Inc. FT-1 Agreement #FT3AB000
UNS Gas, Inc. FTH-12 Agreement #H222P000
UNS Gas, Inc. FTH-3 Agreement #H3229000
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000
WPX Energy Marketing, LLC FT-1 Agreement #FT3HG000

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.

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	El Paso Marketing Company LLC #FT3AF000
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Comisión Federal de Electricidad#FT3DP000
Section 20	Mex Gas Supply, S.L. #612653-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
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	Southern California Gas Company Letter Agreement
Section 32	Southern California Gas Company #9RBX
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	Southern California Gas Company #FT37H000
Section 35	Reserved
Section 36	Reserved
Section 37	Southern California Gas Company #FT3A2000
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	Reserved
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000
Section 88	New Mexico Gas Company, Inc. #FT3FW000
Section 89	New Mexico Gas Company, Inc. #FT3FX000
Section 90	New Mexico Gas Company, Inc. #FT3FY000
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #H822G000
Section 93	Reserved
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	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000

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

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 No
- 10. **Transportation Contract Demand ("TCD"):**

<u>TCD (Dth/d)</u>	<u>Time Period</u>
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)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del 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			
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	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	200,000		

Effective Dates: PCD through the Expiration Date (as defined in ¶11)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del 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			
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	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	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: May 22, 2019

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharge s 3/</i>
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)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
IPELSPRI	49444								
IPITBULL	47887	DPECSTR	49748						
ICELERO	800907	ILONEWA	301621						
ITYHLAKE	801266	IWESTARW	302075	See ¶11	(1a)	(1e)			
IBLAKEDR	49073	IMNDZTRL	48148						
WAHA	302404	WAHATRAN	302407						
ISALTCRK	50498	New GCX Delivery at Waha	TBD						
IVALERO	301945								
IPELSPRI	49444	INORBAJA	301693	See ¶11	(1a)(1c)				
		DSCALEHR	301016						
		DSCALTOP	332503						
		DPG&ETOP	314604						

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: May 22, 2019

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
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: May 22, 2019

- 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.

MARKED TARIFF SECTIONS

TABLE OF CONTENTS

Part I: Overview

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

Part II: Statement of Rates for Transportation of Natural Gas

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

Part III: 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

Part IV: Transportation General Terms and Conditions

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4	Requests for Services
Section 4.1	Request for Service
Section 4.2	Prospective Sale of Available Capacity
Section 4.3	Availability of Firm Service
Section 4.4	Obtaining Firm Service Within the Sales Timeline
Section 4.5	Obtaining Firm Service Outside the Sales Timeline
Section 4.6	Preparation of TSA
Section 4.7	Capacity Reserved for Future Expansion Projects
Section 4.8	Obtaining Interruptible Service
Section 4.9	Off-System Capacity
Section 4.10	Reserved
Section 4.11	Electronic Execution of Agreements
Section 4.12	Evergreen
Section 4.13	Re-Contracting for a Higher Level of Service
Section 4.14	Right-of-First-Refusal
Section 4.15	Extension of Executed TSAs
Section 4.16	Creditworthiness Requirement
Section 4.17	Discounted Rates
Section 4.18	Negotiated Rate Authority
Section 4.19	Statutory Regulation
Section 4.20	Assignments
Section 4.21	Certification
Section 4.22	Heating Values
Section 4.23	Arbitration
Section 5	Service Conditions
Section 6	Nominations and Scheduling Procedures
Section 6.1	Scheduling of Receipts and Deliveries
Section 6.2	Capacity Allocation Procedure
Section 6.3	Adjustments to Confirmations due to Supply Underperformance
Section 6.4	Capacity Allocation in the Event of Force Majeure or Required Maintenance
Section 6.5	Flow Day Diversion
Section 6.6	Pooling
Section 6.7	Improvement of Scheduling Priority
Section 7	Responsibility for Gas and Products
Section 8	Operating Provisions
Section 8.1	Firm Service
Section 8.2	Interruptible Service

Section 9	Capacity Release Program
Section 9.1	Purpose
Section 9.2	Applicability
Section 9.3	Notice by Shipper Electing to Release Capacity
Section 9.4	Notice of Pre-Arranged Release
Section 9.5	Term of Released Capacity
Section 9.6	Availability of Released Capacity
Section 9.7	Open Season and Matching Period
Section 9.8	Bids for Released Capacity
Section 9.9	Awards of Released Capacity
Section 9.10	Execution of Agreements
Section 9.11	Notice of Completed Transactions
Section 9.12	Effective Date of Release and Acquisition
Section 9.13	Notice of Offer to Purchase Capacity
Section 9.14	Rates
Section 9.15	Marketing Fee
Section 9.16	Billing
Section 9.17	Nominations, Scheduling and Recalls
Section 9.18	Qualification for Participation in the Capacity Release Program
Section 9.19	Compliance by Acquiring Shipper
Section 9.20	Obligations of Releasing Shipper
Section 9.21	Flexible Receipt and Delivery Point(s)
Section 9.22	Refunds
Section 9.23	Right to Terminate a Temporary Capacity Release
Section 10	Imbalance Management
Section 10.1	Imbalance Administration
Section 10.2	Imbalance Resolution
Section 10.3	Cash Out
Section 10.4	Maintenance of System Integrity
Section 10.5	Allocation of Delivery Quantities
Section 10.6	Allocation of Receipt Quantities
Section 11	System Operational Parameters
Section 11.1	Strained and Critical Operating Condition Procedures
Section 11.2	Flow Control Equipment
Section 11.3	Force Majeure
Section 12	Billing and Payment
Section 13	Fuel and L&U
Section 14	Penalties
Section 15	Reserved
Section 16	Reservation Charge Credit
Section 17	Annual Charge Adjustment Surcharge
Section 18	Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

Part V: Forms of Transportation Service Agreements

(Explanation of TSA Tariff Sections)

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

Part VI: Graphical Illustrations

Section 1	North/South System Map
-----------	------------------------

Part VII: Non-Conforming Agreements

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	El Paso Marketing Company LLC #FT3AF000
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative, Inc. #H222V000
Section 18	Arizona Electric Power Cooperative, Inc. #H822F000
Section 19	Comisión Federal de Electricidad. #FT3DP000
Section 20	Mex Gas Supply, S.L. #612653-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
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	Southern California Gas Company Letter Agreement
Section 32	Southern California Gas Company #9RBX
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	Southern California Gas Company #FT37H000
Section 35	Reserved
Section 36	Reserved
Section 37	Southern California Gas Company #FT3A2000
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000

Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	Reserved
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000
Section 88	New Mexico Gas Company, Inc. #FT3FW000
Section 89	New Mexico Gas Company, Inc. #FT3FX000
Section 90	New Mexico Gas Company, Inc. #FT3FY000
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #H822G000
Section 93	Reserved

Part VII: Non-Conforming Agreements (Continued)

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 #61 29560525 -FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000

List of Non-Conforming Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #61 29560525 -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
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
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 Whiteface, Texas #FX222000

List of Non-Conforming Agreements (Continued)

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
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company #H6223000
El Paso Marketing Company LLC #FT3AF000
E.M.W. Gas Association #FX22A000
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
Graham County Utilities, Inc. #97ZP
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997
MGI Supply, Ltd. IT-1 Agreement #9HJH
MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement
#FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
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
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
Southern California Gas Company Letter Agreement dated June 6, 2013 for Agreement #9RBX,
#FTUD000, #FT37H000, #FT37J000, #FT323000 and #FT3A2000

List of Non-Conforming Agreements (Continued)

Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
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
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000, #H222R000 and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #61~~29560525~~-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000
Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000
Arizona Public Service Company FT-1 Agreement #FT3HX000
Arizona Public Service Company FTH-8 Agreement #H822E000
Arizona Public Service Company FTH-8 Agreement #H822G000
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT276000
ConocoPhillips Company FT-1 Agreement #FT3EA000
EWM P1, LLC Agreement #FT3FM000
Mexicana de Cobre, S.A. de C.V. #FT399000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000

List of Non-Conforming Negotiated Rate Agreements (Continued)

Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #FT3ET000
Public Service Company of New Mexico FT-1 Agreement #FT3EU000
Public Service Company of New Mexico FTH-12 Agreement #H222W000
Public Service Company of New Mexico FTH-12 Agreement #H222X000
Saaavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement
and Power District FTH-12 Agreement #H222T000
Southern California Gas Company FT-1 Agreement #611367-FT1EPNG
Tucson Electric Power Company FT-1 Agreement #FT3AC000
Tucson Electric Power Company FTH-12 Agreement #H222R000
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
UNS Gas, Inc. FT-1 Agreement #FT3AB000
UNS Gas, Inc. FTH-12 Agreement #H222P000
UNS Gas, Inc. FTH-3 Agreement #H3229000
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000
WPX Energy Marketing, LLC FT-1 Agreement #FT3HG000

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.

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	El Paso Marketing Company LLC #FT3AF000
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Comisión Federal de Electricidad#FT3DP000
Section 20	Mex Gas Supply, S.L. #612653-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
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	Southern California Gas Company Letter Agreement
Section 32	Southern California Gas Company #9RBX
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	Southern California Gas Company #FT37H000
Section 35	Reserved
Section 36	Reserved
Section 37	Southern California Gas Company #FT3A2000
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	Reserved
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000
Section 88	New Mexico Gas Company, Inc. #FT3FW000
Section 89	New Mexico Gas Company, Inc. #FT3FX000
Section 90	New Mexico Gas Company, Inc. #FT3FY000
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #H822G000
Section 93	Reserved
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 #6129560525-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000

~~Agreement No. 610525-FT1EPNG~~

~~Firm Transportation Service Agreement~~

~~Rate Schedule FT-1~~

~~Between~~

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

~~And~~

~~APACHE CORPORATION~~

~~(Shipper)~~

~~Dated: November 28, 2017 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. 610525-FT1EPNG~~
Transportation Service Agreement
Rate Schedule FT-1
Dated: ~~November 28, 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: 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.~~

~~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 station yard piping and valve modifications at Transporter's Cornudas Compressor Station (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 No 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

10. ~~Transportation Contract Demand ("TCD"):~~

_____	TCD	_____	Time Period
_____	(Dth/d)	_____	_____
_____	80,000	_____	Commencement Date (as defined in
_____	_____	_____	¶11) through December 31, 2018
_____	200,000	_____	January 1, 2019 through the
_____	_____	_____	Expiration Date (as defined in ¶11)

11. ~~Term of Firm Transportation Service:~~

~~Beginning: _____ The later of (a) the in-service date of the Project Facilities or (b) April 1, 2018 ("Commencement Date")~~

~~Ending: _____ The earlier of (a) the in-service date of the proposed Gulf Coast Express Project previously announced by Kinder Morgan Texas Pipeline LLC or (b) March 31, 2020 ("Expiration Date")~~

~~For purposes of this Agreement, the in-service date of the Project Facilities will be the date (i) the Project Facilities are completed and ready for service and (ii) Transporter is authorized to place Project Facilities into service.~~

~~A contractual right of first-refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C. The Shipper must give Transporter its written notice of intent to exercise such right of first-refusal not later than January 1, 2019.~~

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): N/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"):~~

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
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.)

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 _____, 2017. _____ day of _____, 2017.~~

~~**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**~~

1 _____ 2 _____

3 _____ 4 _____

~~Accepted and agreed to this _____ Accepted and agreed to this _____~~

~~5 _____ 6 _____ 7 _____ 8 _____
_____ day of _____, 2019. _____ day of _____, 2019.~~

~~Agreement No. 610525-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: November 28, 2017~~

~~Shipper's Transportation Contract Demand: See ¶10~~

~~Effective Dates: The Commencement Date stated in ¶11 through December 31, 2018~~

Primary Receipt Point	Point Identification Number (PIN)	Primary Delivery Point	Point Identification Number (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/
IPELSPRI	49444	DPECSTRL	49748	VA	80,000		

~~Effective Dates: January 1, 2019 through the Expiration Date stated in ¶11~~

Primary Receipt Point	Point Identification Number (PIN)	Primary Delivery Point	Point Identification Number (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/
IPELSPRI	49444	DPECSTRL	49748	VA	200,000		

~~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 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)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del 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		
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)

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del 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		
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. 610525-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: November 28, 2017~~

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	The Commencement Date stated in ¶11 through December 31, 2018	(1a)	(1e)	(1b)		
As listed in Exhibit A	As listed in Exhibit A	January 1, 2019 through the Expiration Date stated in ¶11	(1a)	(1e)	(1c)		

Agreement No. 610525-FT1EPNG

EXHIBIT B (CONTINUED)

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

and

APACHE CORPORATION

(Shipper)

Dated: November 28, 2017

<i>Primary and Alternate Receipt Point(s)/ Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s)/ Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
IPELSPRI	49444								
IPITBULL	47887								
ICELERO	800907	DPECSTRL	49748						
ITYHLAKE	801266	ILONEWA	301621						
IBLAKEDR	49073	IWESTARW	302075	See ¶11	(1a)	(1e)			
WAHA	302404	IMNDZTRL	48148						
ARM Energy's future receipt point on Line No. 1600	TBD	WAHATRAN	302407						
IVALERO	301945								
		INORBAJA	301693						
IPELSPRI	49444	DSCALEHR	301016	See ¶11	(1a)(1d)				
		DSCALTOP	332503						
		DPG&ETOP	314604						

~~Agreement No. 610525-FT1EPNG~~

~~EXHIBIT B (CONTINUED)~~

~~To The
Firm Transportation Service Agreement
Rate Schedule FT-1~~

~~between~~

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

~~and~~

~~APACHE CORPORATION~~

~~-(Shipper)~~

~~Dated: November 28, 2017~~

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 \$1.3690 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 20,000 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.~~
- ~~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 \$0.0450 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 (1c), 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.~~
- ~~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 \$0.1050 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 (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.~~

~~Agreement No. 610525-FT1EPNG~~

~~EXHIBIT B (CONTINUED)~~

~~To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between~~

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

~~and~~

~~APACHE CORPORATION~~

~~(Shipper)~~

~~Dated: November 28, 2017~~

~~1c/ No separate Usage Rate charges shall apply 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) and Footnote (1c) above.~~

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: May 22, 2019

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharge s 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>July 15, 2019 through the PCD (as defined in ¶11)</u>	<u>(1a)</u>	<u>(1e)</u>	<u>(1b)</u>		

<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>PCD through the Expiration Date (as defined in ¶11)</u>	<u>(1a)</u>	<u>(1e)</u>					
<u>Primary and Alternate Receipt Point(s)/ Location(s)</u>	<u>Point Identification Number (PIN)</u>	<u>Primary and Alternate Delivery Point(s)/ Location(s)</u>	<u>Point Identification Number (PIN)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>IPELSPRI</u>	<u>49444</u>								
<u>IPITBULL</u>	<u>47887</u>	<u>DPECSTR</u>	<u>49748</u>						
<u>ICELERO</u>	<u>800907</u>	<u>ILONEWA</u>	<u>301621</u>						
<u>ITYHLAKE</u>	<u>801266</u>	<u>IWESTARW</u>	<u>302075</u>	<u>See ¶11</u>	<u>(1a)</u>	<u>(1e)</u>			
<u>IBLAKEDR</u>	<u>49073</u>	<u>IMNDZTRL</u>	<u>48148</u>						
<u>WAHA</u>	<u>302404</u>	<u>WAHATRAN</u>	<u>302407</u>						
<u>ISALTCRK</u>	<u>50498</u>	<u>New GCX Delivery at Waha</u>	<u>TBD</u>						
<u>IVALERO</u>	<u>301945</u>								
<u>IPELSPRI</u>	<u>49444</u>	<u>INORBAJA</u>	<u>301693</u>	<u>See ¶11</u>	<u>(1a)(1c)</u>				
		<u>DSCALEHR</u>	<u>301016</u>						
		<u>DSCALTOP</u>	<u>332503</u>						
		<u>DPG&ETOP</u>	<u>314604</u>						

B-1

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: May 22, 2019

<u>Primary and Alternate</u> <u>Receipt Point(s) /</u> <u>Location(s)</u>	<u>Point</u> <u>Identification</u> <u>Number (PIN)</u>	<u>Primary and Alternate</u> <u>Delivery Point(s) /</u> <u>Location(s)</u>	<u>Point</u> <u>Identification</u> <u>Number (PIN)</u>	<u>Effective Dates</u>	<u>Reservation</u> <u>Rate 1/</u>	<u>Usage</u> <u>Rate 1/</u>	<u>Authorized</u> <u>Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges</u> <u>3/</u>
<u>IPELSPRI</u>	<u>49444</u>								
<u>IPITBULL</u>	<u>47887</u>								
<u>ICELERO</u>	<u>800907</u>								
<u>ITYHLAKE</u>	<u>801266</u>	<u>IVALEROW</u>	<u>301945</u>	<u>See ¶11</u>	<u>(1a)(1d)</u>	<u>(1e)</u>			
<u>IBLAKEDR</u>	<u>49073</u>	<u>IOASISWA</u>	<u>301701</u>						
<u>WAHA</u>	<u>302404</u>								
<u>ISALTCRK</u>	<u>50498</u>								
<u>IVALERO</u>	<u>301945</u>								

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: May 22, 2019

- 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.