



March 28, 2019

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Nonconforming Letter 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") a tariff record listed below for inclusion in its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part VII: Section 10	Letter Agreement	Version 4.0.0
Part VII: Section 10.1	Letter Agreement	Version 4.0.0

Proposed with an effective date of May 1, 2019, the tariff records reflect the extension of a previously reviewed and accepted letter agreement ("Letter Agreement") between Southwest Gas Corporation ("SWG") and EPNG that provides for temporary changes in contract delivery pressures, maximum daily obligations ("MDO") and maximum hourly obligations ("MHO") at EPNG's two delivery points. The Letter Agreement will remain in effect through March 31, 2020.

### **Reason for Filing**

In December 2017, SWG requested that EPNG effectuate gas flow through SWG's existing Lateral No. 25 to accommodate planned safety work to be undertaken by SWG on its distribution system. As part of this request, SWG requested temporary increases to SWG's MDO and MHO quantities at the Lateral No. 25 city gate and at the Glendale Airport Delivery points as well as changes to the minimum contract delivery pressure at the Glendale City Gate.<sup>1</sup>

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<sup>1</sup> The Letter Agreement will modify temporarily the delivery pressure in the following transportation service agreements: 610184-FH3EPNG, 610185-FT1EPNG, 610186-FT1EPNG, 610187-FT1EPNG, 610189-FT1EPNG, 610191-FT1EPNG, 610193-FH3EPNG, 610194-FH3EPNG, and FT28M000-FTAEPNG. Upon its effective date, the Letter Agreement would also modify temporarily the MDO and MHO in the Operator Point Aggregation Service Agreement designated as Agreement No. 610439-OPASEPNG.

SWG's 2017 request culminated in a letter agreement dated February 23, 2018 ("Original Letter Agreement") which was filed with the Commission on March 1, 2018, in Docket No. RP18-535-000.<sup>2</sup> In late-January 2019, SWG requested that EPNG extend the Original Letter Agreement for one year until March 31, 2020. As part of this request, SWG also asked that EPNG temporarily reduce delivery pressures at the North City Phoenix Gate, in addition to the Glendale City Gate.

SWG requested the extension to effectuate the aforementioned safety modification to its distribution system. This modification is taking more time than originally anticipated for design, material acquisition, permitting and construction.

EPNG has agreed to accommodate SWG's request for an extension of the Original Letter Agreement through March 31, 2020. Since the Letter Agreement contemplates modifying the provisions of existing transport service agreements and an operator aggregation service agreement, EPNG is filing the Letter Agreement for review and acceptance consistent with 18 C.F.R. § 154.112(b) (2018).

### **Modifications to the Original Letter Agreement**

Section 1 of the Letter Agreement contains new language which cancels and supersedes the Original Letter Agreement. Following the effective date of the Letter Agreement, EPNG shall implement the agreed upon delivery pressure reductions and MDO and MHO increases.<sup>3</sup> Section 1 adds a new temporary delivery pressure reduction at the North Phoenix City Gate. Consistent with the Original Letter Agreement, Section 1 also lists the transportation service agreements and the operator point aggregation service agreement impacted by the Letter Agreement. Section 2 was updated to reflect the new end date of March 31, 2020.

As explained above, the Original Letter Agreement was reviewed and accepted by the Commission. Sections 3 through 8 have not been modified from the Original Letter Agreement accepted by the Commission.

Although the Letter Agreement is a material deviation from EPNG's Form of Service Agreements ("Pro Formas"), EPNG believes the Letter Agreement and the associated temporary adjustment to delivery pressures, MDOs, and MHOs is not unduly discriminatory and does not affect the quality of service received by any other EPNG shipper.

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<sup>2</sup> The Original Letter Agreement was accepted by the Commission in an unpublished letter order issued on March 19, 2018.

<sup>3</sup> The proposed MDO and MHO changes at the Lateral No. 25 city gate and the Glendale Airport delivery points are listed in Attachment A of the Letter Agreement.

### **Tariff Provisions**

EPNG is submitting the following tariff records pursuant to Section 154.112(b) and Subpart C of the Commission's regulations.

Part VII, Sections 10 and 10.1 are modified to include the SWG Letter Agreement and Attachment A to the agreement.

### **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,<sup>4</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a copy of the executed Letter Agreement;
- c) Appendix B, a marked version of the Letter Agreement;<sup>5</sup>
- d) clean and marked<sup>6</sup> 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 May 1, 2019, which is not less than 30 days from the date of this filing. With respect to any tariff provisions the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff provisions in to 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.

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<sup>4</sup> 18 C.F.R. §§ 154.1 – 154.603 (2018).

<sup>5</sup> EPNG notes that its Tariff does not include a Pro Forma Letter Agreement.

<sup>6</sup> EPNG notes it is correcting a typographical error related to an MHO quantity in the marked tariff records submitted herein.

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  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4227  
EPNGLegalFERC@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure.

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 Rule 203 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 28<sup>th</sup> day of March 2019.

/s/

Francisco Tarin

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

## **Appendix A**



El Paso Natural Gas  
Company, L.L.C.  
a Kinder Morgan company

March 21, 2019

Mr. Christopher Brown  
Manager / Gas Purchases  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

Re: Temporary Changes in Contract Delivery Pressures, Maximum Daily Obligations, and  
Maximum Hourly Obligations

Dear Christopher:

As you know, on December 8, 2017, El Paso Natural Gas Company, L.L.C. ("EPNG") received an email from Southwest Gas Corporation ("Southwest Gas") requesting that EPNG effectuate natural gas flows through Southwest Gas' existing Lateral No. 25 city gate (EPNG Meter No. 330249) to accommodate pipeline safety work on Southwest Gas' downstream distribution system. Moreover, Southwest Gas requested that EPNG temporarily increase Southwest Gas' Maximum Daily Obligation ("MDO") and Maximum Hourly Obligation ("MHO") at EPNG's Lateral No. 25 city gate and at EPNG's Glendale Airport Delivery.

Southwest Gas' request initiated a negotiation which culminated in EPNG and Southwest Gas entering into a letter agreement dated February 23, 2018 ("Original Letter Agreement"), which was filed with the FERC on March 1, 2018, and approved by the FERC in an unpublished letter order issued March 19, 2018, in Docket No. RP18-535-000.

More recently, in late-January 2019, Southwest Gas requested that EPNG extend the Original Letter Agreement for one year until March 31, 2020. The stated reason for the requested extension is that Southwest Gas is modifying its distribution system configuration to compensate for a pipeline segment that is inaccessible due to an adjacent railroad crossing and complex shoring requirements. The system reconfiguration requires significant system reinforcement and is taking more time than originally anticipated for design, material acquisition, permitting, and construction.

EPNG is amenable to accommodating Southwest Gas' request. This letter agreement ("Agreement") sets forth the agreement between Southwest Gas and EPNG concerning the extension of this temporary operational arrangement. Southwest Gas and EPNG are referred to herein individually as a "Party" and collectively as the "Parties".

In consideration of the premises and the mutual promises and covenants herein contained, and intending hereby to be legally bound, the Parties hereby agree as follows:

1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.** Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede the Original Letter Agreement and EPNG shall implement the following delivery pressure reductions and MDO and MHO increases (which, for purposes of clarity and avoidance of doubt, with the exception of an additional pressure reduction at the North Phoenix City Gate are exactly the same as those specified in the Original Letter Agreement):
  - (a) temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (EPNG Meter No. 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and

- (b) temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (EPNG Meter No. 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred ninety (490) psig; and
- (c) temporarily increase Southwest Gas' MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and
- (d) temporarily increase Southwest Gas' MDO and MHO rights at the Lateral No. 25 city gate in accordance with the schedule set forth in Attachment A.

The temporary operational changes described in this Section 1 will modify the obligations of the Parties under the following agreements:

Transportation Service Agreements:

610184-FH3EPNG  
610185-FT1EPNG  
610186-FT1EPNG  
610187-FT1EPNG  
610189-FT1EPNG  
610191-FT1EPNG  
610193-FT3EPNG  
610194-FH3EPNG  
FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

610439-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, EPNG shall file this Agreement with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2020. If the FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.
3. **Transportation Services.** Southwest Gas and EPNG acknowledge that nothing contained in this Agreement herein will be construed to obligate EPNG or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in EPNG's FERC Gas Tariff as approved by the FERC, as amended or superseded from time-to-time ("EPNG's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of EPNG's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board (NAESB) or such successor entity as such standards are set forth or incorporated by reference in EPNG's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the



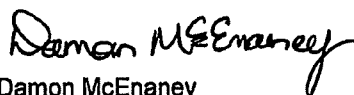
extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.

5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of EPNG and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.
8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

Please execute both copies of this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return one executed copy to my attention at El Paso Natural Gas Company, Post Office Box 1087, Colorado Springs, Colorado 80944.

Sincerely,

El Paso Natural Gas Company, L.L.C.



Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

El Paso Natural Gas Company, L.L.C.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Southwest Gas Corporation

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

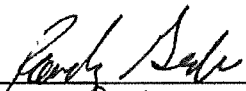
Date: \_\_\_\_\_



TIMOTHY C. DORAN

DIRECTOR - COMMERCIAL

3/26/2019



Randy Gabe

VP / Gas Resources

3/25/2019

**Attachment A**

**MDO (in Dth per Day)**  
**After March 31, 2020**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Glendale Airport (314967)	11,313	10,661	2,995	8,800	7,400	5,917	5,917	5,917	7,334	8,834	2,778	11,021
Lateral 25 City Gate (330249)	921	921	921	12,064	10,494	18,019	23,729	23,780	22,174	23,419	922	921

**MDO (in Dth per Day)**  
**Effective Date through March 31, 2020**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Glendale Airport (314967)	19,313	18,661	10,995	16,800	15,400	13,917	13,917	13,917	15,334	16,834	10,778	19,021
Lateral 25 City Gate (330249)	5,921	5,921	5,921	17,064	15,494	23,019	28,729	28,780	27,174	28,419	5,922	5,921

**MHO (in Dth per Hour)**  
**After March 31, 2020**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Glendale Airport (314967)	598	584	172	399	310	248	248	248	307	369	166	583
Lateral 25 City Gate (330249)	48	49	53	547	439	753	992	994	927	979	55	48

**MHO (in Dth per Hour)**  
**Effective Date through March 31, 2020**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Glendale Airport (314967)	1,004	987	629	761	644	582	582	582	641	704	641	989
Lateral 25 City Gate (330249)	308	314	339	773	648	962	1,201	1,203	1,135	1,188	352	308

## **Appendix B**



March 21, 2019

Mr. Christopher Brown  
Manager / Gas Purchases  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

Re: Temporary Changes in Contract Delivery Pressures, Maximum Daily Obligations, and  
Maximum Hourly Obligations

Dear Christopher:

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FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

610439-OPASEPNG

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3. **Transportation Services.** Southwest Gas and EPNG acknowledge that nothing contained in this Agreement herein will be construed to obligate EPNG or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in EPNG's FERC Gas Tariff as approved by the FERC, as amended or superseded from time-to-time ("EPNG's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of EPNG's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board (NAESB) or such successor entity as such standards are set forth or incorporated by reference in EPNG's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the

extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.

5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of EPNG and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.
8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

Please execute both copies of this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return one executed copy to my attention at El Paso Natural Gas Company, Post Office Box 1087, Colorado Springs, Colorado 80944.

Sincerely,

**El Paso Natural Gas Company, L.L.C.**

Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

**El Paso Natural Gas Company, L.L.C.**

**Southwest Gas Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**

**MDO (in Dth per Day)**  
**After March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Glendale Airport (314967)</u>	<u>11,313</u>	<u>10,661</u>	<u>2,995</u>	<u>8,800</u>	<u>7,400</u>	<u>5,917</u>	<u>5,917</u>	<u>5,917</u>	<u>7,334</u>	<u>8,834</u>	<u>2,778</u>	<u>11,021</u>
<u>Lateral 25 City Gate (330249)</u>	<u>921</u>	<u>921</u>	<u>921</u>	<u>12,064</u>	<u>10,494</u>	<u>18,019</u>	<u>23,729</u>	<u>23,780</u>	<u>22,174</u>	<u>23,419</u>	<u>922</u>	<u>921</u>

**MDO (in Dth per Day)**  
**Effective Date through March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Glendale Airport (314967)</u>	<u>19,313</u>	<u>18,661</u>	<u>10,995</u>	<u>16,800</u>	<u>15,400</u>	<u>13,917</u>	<u>13,917</u>	<u>13,917</u>	<u>15,334</u>	<u>16,834</u>	<u>10,778</u>	<u>19,021</u>
<u>Lateral 25 City Gate (330249)</u>	<u>5,921</u>	<u>5,921</u>	<u>5,921</u>	<u>17,064</u>	<u>15,494</u>	<u>23,019</u>	<u>28,729</u>	<u>28,780</u>	<u>27,174</u>	<u>28,419</u>	<u>5,922</u>	<u>5,921</u>

**MHO (in Dth per Hour)**  
**After March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Glendale Airport (314967)</u>	<u>598</u>	<u>584</u>	<u>172</u>	<u>399</u>	<u>310</u>	<u>248</u>	<u>248</u>	<u>248</u>	<u>307</u>	<u>369</u>	<u>166</u>	<u>583</u>
<u>Lateral 25 City Gate (330249)</u>	<u>48</u>	<u>49</u>	<u>53</u>	<u>547</u>	<u>439</u>	<u>753</u>	<u>992</u>	<u>994</u>	<u>927</u>	<u>979</u>	<u>55</u>	<u>48</u>

**MHO (in Dth per Hour)**  
**Effective Date through March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Glendale Airport (314967)</u>	<u>1,004</u>	<u>987</u>	<u>629</u>	<u>761</u>	<u>644</u>	<u>582</u>	<u>582</u>	<u>582</u>	<u>641</u>	<u>704</u>	<u>641</u>	<u>989</u>
<u>Lateral 25 City Gate (330249)</u>	<u>308</u>	<u>314</u>	<u>339</u>	<u>773</u>	<u>648</u>	<u>962</u>	<u>1,201</u>	<u>1,203</u>	<u>1,135</u>	<u>1,188</u>	<u>352</u>	<u>308</u>



El Paso Natural Gas  
Company, L.L.C.  
a Kinder Morgan company

March 21, 2019

Mr. Christopher Brown  
Manager / Gas Purchases  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

Re: Temporary Changes in Contract Delivery Pressures, Maximum Daily Obligations, and Maximum Hourly Obligations

Dear Christopher:

As you know, on December 8, 2017, El Paso Natural Gas Company, L.L.C. ("EPNG") received an email from Southwest Gas Corporation ("Southwest Gas") requesting that EPNG effectuate natural gas flows through Southwest Gas' existing Lateral No. 25 city gate (EPNG Meter No. 330249) to accommodate pipeline safety work on Southwest Gas' downstream distribution system. Moreover, Southwest Gas requested that EPNG temporarily increase Southwest Gas' Maximum Daily Obligation ("MDO") and Maximum Hourly Obligation ("MHO") at EPNG's Lateral No. 25 city gate and at EPNG's Glendale Airport Delivery.

Southwest Gas' request initiated a negotiation which culminated in EPNG and Southwest Gas entering into a letter agreement dated February 23, 2018 ("Original Letter Agreement"), which was filed with the FERC on March 1, 2018, and approved by the FERC in an unpublished letter order issued March 19, 2018, in Docket No. RP18-535-000.

More recently, in late-January 2019, Southwest Gas requested that EPNG extend the Original Letter Agreement for one year until March 31, 2020. The stated reason for the requested extension is that Southwest Gas is modifying its distribution system configuration to compensate for a pipeline segment that is inaccessible due to an adjacent railroad crossing and complex shoring requirements. The system reconfiguration requires significant system reinforcement and is taking more time than originally anticipated for design, material acquisition, permitting, and construction.

EPNG is amenable to accommodating Southwest Gas' request. This letter agreement ("Agreement") sets forth the agreement between Southwest Gas and EPNG concerning the extension of this temporary operational arrangement. Southwest Gas and EPNG are referred to herein individually as a "Party" and collectively as the "Parties".

In consideration of the premises and the mutual promises and covenants herein contained, and intending hereby to be legally bound, the Parties hereby agree as follows:

1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.** Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede the Original Letter Agreement and EPNG shall implement the following delivery pressure reductions and MDO and MHO increases (which, for purposes of clarity and avoidance of doubt, with the exception of an additional pressure reduction at the North Phoenix City Gate are exactly the same as those specified in the Original Letter Agreement):
  - (a) temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (EPNG Meter No. 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and



March 21, 2019  
Page 2 of 4

- (b) temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (EPNG Meter No. 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred ninety (490) psig; and
- (c) temporarily increase Southwest Gas' MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and
- (d) temporarily increase Southwest Gas' MDO and MHO rights at the Lateral No. 25 city gate in accordance with the schedule set forth in Attachment A.

The temporary operational changes described in this Section 1 will modify the obligations of the Parties under the following agreements:

Transportation Service Agreements:

610184-FH3EPNG  
610185-FT1EPNG  
610186-FT1EPNG  
610187-FT1EPNG  
610189-FT1EPNG  
610191-FT1EPNG  
610193-FT3EPNG  
610194-FH3EPNG  
FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

610439-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, EPNG shall file this Agreement with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2020. If the FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.
3. **Transportation Services.** Southwest Gas and EPNG acknowledge that nothing contained in this Agreement herein will be construed to obligate EPNG or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in EPNG's FERC Gas Tariff as approved by the FERC, as amended or superseded from time-to-time ("EPNG's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of EPNG's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board (NAESB) or such successor entity as such standards are set forth or incorporated by reference in EPNG's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims,

March 21, 2019  
Page 3 of 4

demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.

5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of EPNG and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
7. **Governing Law.** **THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.**
8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

Please execute both copies of this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return one executed copy to my attention at El Paso Natural Gas Company, Post Office Box 1087, Colorado Springs, Colorado 80944.

Sincerely,

**El Paso Natural Gas Company, L.L.C.**

Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

**El Paso Natural Gas Company, L.L.C.**

**Southwest Gas Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

March 21, 2019  
 Page 4 of 4

**Attachment A**  
**MDO (in Dth per Day)**  
**After March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Glendale Airport (314967)	11,313	10,661	2,995	8,800	7,400	5,917	5,917	5,917	7,334	8,834	2,778	11,021
Lateral 25 City Gate (330249)	921	921	921	12,064	10,494	18,019	23,729	23,780	22,174	23,419	922	921

**MDO (in Dth per Day)**  
**Effective Date through March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Glendale Airport (314967)	19,313	18,661	10,995	16,800	15,400	13,917	13,917	13,917	15,334	16,834	10,778	19,021
Lateral 25 City Gate (330249)	5,921	5,921	5,921	17,064	15,494	23,019	28,729	28,780	27,174	28,419	5,922	5,921

**MHO (in Dth per Hour)**  
**After March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Glendale Airport (314967)	598	584	172	399	310	248	248	248	307	369	166	583
Lateral 25 City Gate (330249)	48	49	53	547	439	753	992	994	927	979	55	48

**MHO (in Dth per Hour)**  
**Effective Date through March 31, 2020**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Glendale Airport (314967)	1,004	987	629	761	644	582	582	582	641	704	641	989
Lateral 25 City Gate (330249)	308	314	339	773	648	962	1,201	1,203	1,135	1,188	352	308



El Paso Natural Gas  
Company, L.L.C.  
a Kinder Morgan company

February 23, 2018

Mr. Christopher Brown  
Manager / Gas Purchases  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

~~Re: Temporary Changes in Contract Delivery Pressures, Maximum Daily Obligations, and Maximum Hourly Obligations~~

Dear Christopher:

~~As you know, on December 8, 2017, El Paso Natural Gas Company, L.L.C. ("EPNG") received an email from Southwest Gas Corporation ("Southwest") requesting that EPNG effectuate natural gas flows through Southwest's existing Lateral No. 25 city gate (EPNG Meter No. 330249) to accommodate pipeline safety work on Southwest's downstream distribution system. Moreover, Southwest requested that EPNG temporarily increase Southwest's Maximum Daily Obligation ("MDO") and Maximum Hourly Obligation ("MHO") at EPNG's Lateral No. 25 city gate and at EPNG's Glendale Airport Delivery.~~

~~Over the last few months, Southwest and EPNG have discussed the operational feasibility of Southwest's request and have reached an agreement in principle. This letter agreement ("Agreement") sets forth the agreement between Southwest and EPNG concerning this temporary operational arrangement. Southwest and EPNG are referred to herein individually as a "Party" and collectively as the "Parties".~~

~~In consideration of the premises and the mutual promises and covenants herein contained, and intending hereby to be legally bound, the Parties hereby agree as follows:~~

- ~~1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.** Within three (3) business days following the Effective Date, as defined in Section 2 below, (the "Implementation Date") EPNG shall:
  - ~~(a) temporarily reduce delivery pressures to Southwest at the Glendale City Gate (EPNG Meter No. 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and~~
  - ~~(b) temporarily increase Southwest's MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and~~
  - ~~(c) temporarily increase Southwest's MDO and MHO rights at the Lateral No. 25 city gate in accordance with the schedule set forth in Attachment A.~~~~

February 23, 2018  
Page 2 of 4

~~The temporary operational changes described in this Section 1 will modify the obligations of the Parties under the following agreements:~~

~~**Transportation Service Agreements:**~~

~~610184-FH3EPNG  
610185-FT1EPNG  
610186-FT1EPNG  
610187-FT1EPNG  
610189-FT1EPNG  
610191-FT1EPNG  
610193-FT3EPNG  
610194-FH3EPNG  
FT28M000-FTAEPNG~~

~~**Operator Point Aggregation Service Agreement**~~

~~610439-OPASEPNG.~~

- ~~2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, EPNG shall file this Agreement with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first calendar day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2019. If the FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest will remain responsible for all charges incurred by it while this Agreement was in effect.~~
- ~~3. **Transportation Services.** Southwest and EPNG acknowledge that nothing contained in this Agreement herein will be construed to obligate EPNG or its affiliates to provide transportation services to Southwest, at any time except pursuant to any service agreement as may be executed between the Parties as provided in EPNG's FERC Gas Tariff as approved by the FERC, as amended or superseded from time-to-time ("EPNG's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of EPNG's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board (NAESB) or such successor entity as such standards are set forth or incorporated by reference in EPNG's Tariff.~~
- ~~4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.~~

February 23, 2018  
Page 3 of 4

- ~~5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.~~
- ~~6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of EPNG and Southwest and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.~~
- ~~7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.~~
- ~~8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.~~

~~Please execute both copies of this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return one executed copy to my attention at El Paso Natural Gas Company, Post Office Box 1087, Colorado Springs, Colorado 80944.~~

Sincerely,

**El Paso Natural Gas Company, L.L.C.**

Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

**El Paso Natural Gas Company, L.L.C.**

**Southwest Gas Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

March 21, 2019

Mr. Christopher Brown  
Manager / Gas Purchases

Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

Re: Temporary Changes in Contract Delivery Pressures, Maximum Daily Obligations, and Maximum Hourly Obligations

Dear Christopher:

As you know, on December 8, 2017, El Paso Natural Gas Company, L.L.C. ("EPNG") received an email from Southwest Gas Corporation ("Southwest Gas") requesting that EPNG effectuate natural gas flows through Southwest Gas' existing Lateral No. 25 city gate (EPNG Meter No. 330249) to accommodate pipeline safety work on Southwest Gas' downstream distribution system. Moreover, Southwest Gas requested that EPNG temporarily increase Southwest Gas' Maximum Daily Obligation ("MDO") and Maximum Hourly Obligation ("MHO") at EPNG's Lateral No. 25 city gate and at EPNG's Glendale Airport Delivery.

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EPNG is amenable to accommodating Southwest Gas' request. This letter agreement ("Agreement") sets forth the agreement between Southwest Gas and EPNG concerning the extension of this temporary operational arrangement. Southwest Gas and EPNG are referred to herein individually as a "Party" and collectively as the "Parties".

In consideration of the premises and the mutual promises and covenants herein contained, and intending hereby to be legally bound, the Parties hereby agree as follows:

1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.** Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede the Original Letter Agreement and EPNG shall implement the following delivery pressure reductions and MDO and MHO increases (which, for purposes of clarity and avoidance of doubt, with the exception of an additional pressure reduction at the North Phoenix City Gate are exactly the same as those specified in the Original Letter Agreement):

(a) temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (EPNG Meter No. 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and

March 21, 2019  
Page 2 of 4

(b) temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (EPNG Meter No. 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred ninety (490) psig; and

(c) temporarily increase Southwest Gas' MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and

(d) temporarily increase Southwest Gas' MDO and MHO rights at the Lateral No. 25 city gate in accordance with the schedule set forth in Attachment A.

The temporary operational changes described in this Section 1 will modify the obligations of the Parties under the following agreements:

Transportation Service Agreements:

610184-FH3EPNG  
610185-FT1EPNG  
610186-FT1EPNG  
610187-FT1EPNG  
610189-FT1EPNG  
610191-FT1EPNG  
610193-FT3EPNG  
610194-FH3EPNG  
FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

610439-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, EPNG shall file this Agreement with the Federal Energy Regulatory Commission ("FERC") for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2020. If the FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.
3. **Transportation Services.** Southwest Gas and EPNG acknowledge that nothing contained in this Agreement herein will be construed to obligate EPNG or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in EPNG's FERC Gas Tariff as approved by the FERC, as amended or superseded from time-to-time ("EPNG's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of EPNG's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board (NAESB) or such successor entity as such standards are set forth or incorporated by reference in EPNG's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims,

March 21, 2019

Page 3 of 4

demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.



5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of EPNG and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
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8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

Please execute both copies of this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return one executed copy to my attention at El Paso Natural Gas Company, Post Office Box 1087, Colorado Springs, Colorado 80944.

Sincerely,

**El Paso Natural Gas Company, L.L.C.**

Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

**El Paso Natural Gas Company, L.L.C.**

**Southwest Gas Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

~~March 21, 2019~~ ~~February 23, 2018~~

Page 4 of 4

**Attachment A**  
**MDO (in Dth per Day)**

~~Prior to Implementation Date and~~ **After March 31, 202019**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Glendale Airport (314967)	11,313	10,661	2,995	8,800	7,400	5,917	5,917	5,917	7,334	8,834	2,778	11,021
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**MDO (in Dth per Day)**

~~Effective Implementation Date through March 31, 202019~~

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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**MHO (in Dth per Hour)**

~~Prior to Implementation Date and~~ **After March 31, 202019**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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Lateral 25 City Gate (330249)	48	49	53	547	439	753	992	994	927	979	55	48

**MHO (in Dth per Hour)**

~~Effective Implementation Date through March 31, 202019~~

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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