



September 30, 2020

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreement Filing;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP20-

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 November 1, 2020, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect a new non-conforming, negotiated rate transportation service agreement ("TSA") executed with MRC Permian Company ("MRC").

Reason for Filing

In April 2019, EPNG conducted an open season for expansion capacity from existing and/or new receipt points in Eddy County, New Mexico for delivery to the Keystone Pool (i.e., Keytran). As described in the open season, the expansion capacity would be available as a result of certain system enhancements including: 1) the construction of an approximately 17.1-mile pipeline, located in Eddy County, New Mexico and 2) minor appurtenant facility modifications of an existing compressor station in Lea County, New Mexico (collectively referred to as the "Project Facilities"), as further described in EPNG's Request for Prior Notice Authorization for its Carlsbad South Project filed in Docket No. CP20-483-000.

Following the close of the open season, the expansion capacity was awarded to MRC and a new TSA was executed by the parties (i.e., Agreement No. 612815-FT1EPNG) (referred to herein as the "MRC TSA"). The MRC TSA provides for a transportation contract demand of 159,000 Dth per day and is subject to negotiated rates. Additionally, the MRC TSA requires construction of the Project Facilities and contains certain non-conforming provisions that deviate

from the Form of Service Agreement applicable to Rate Schedule FT-1 (“Pro Forma”) as contained in EPNG’s Tariff. Service under the MRC TSA is anticipated to commence as early as November 1, 2020.¹ Therefore, pursuant to Section 154.112(b) of the Commission’s regulations and the Commission’s policy statement regarding negotiated rates,² EPNG is submitting Agreement No. 612815-FT1EPNG for the Commission’s review and acceptance. The non-conforming provisions reflected in the MRC TSA do not affect the quality of service received by any other EPNG shipper nor are such provisions unduly discriminatory.

Description of Agreement

As further described below, the MRC TSA contains non-conforming provisions that address certain requirements associated with the construction and operation of the Project Facilities.

Construction of Facilities

Paragraph 5 of the Pro Forma reflects certain provisions that may be included in a TSA when service involves the construction of facilities. Among these provisions is an acknowledgment that the construction of additional facilities is required in order to provide transportation service to the shipper. Moreover, paragraph 5 of the Pro Forma provides that EPNG’s obligations under the TSA are subject to the satisfaction of certain conditions.

Paragraph 5 of the MRC TSA briefly describes the system enhancements that comprise the Project Facilities and states that EPNG’s obligations under the MRC TSA are subject to the construction of those facilities. Additionally, the Pro Forma provisions of paragraph 5 have been modified slightly in view of EPNG’s submission of a Prior Notice application for the Project Facilities.

EPNG has also included a termination provision, stating that if the requirements of paragraph 5 are not fully satisfied, then EPNG may terminate the MRC TSA, without liability to MRC, by providing five business days’ advance written notice. This termination provision provides for an appropriate remedy in the event the requisite conditions are not satisfied. The above modifications to the Pro Forma construction language simply clarify the arrangement between

¹ As shown in the agreement, Agreement No. 612815-FT1EPNG will begin on in-service date of the Project Facilities (“Commencement Date”). Based on construction progress, EPNG anticipates that the Commencement Date will be as early as November 1, 2020.

² *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”).

EPNG and MRC for the service that will be provided as a result of facilities to be constructed by EPNG; such modifications do not provide MRC any undue preference.

Creditworthiness

Paragraph 14 of the MRC TSA includes creditworthiness requirements necessary to ensure continued financial support during the term of the agreement. Specifically, the MRC TSA requires the shipper to demonstrate and maintain sufficient evidence of satisfaction of creditworthiness throughout the term of the MRC TSA by demonstrating that: 1) shipper's senior unsecured debt securities are rated at least BBB- by Standard and Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's") or shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's and 2) shipper is not under review for possible downgrade by S&P and/or Moody's to a level below the stated levels.

The provision further requires that if MRC falls below the aforementioned creditworthiness requirements or becomes unrated or otherwise fails to satisfy the creditworthiness requirements, then MRC will satisfy creditworthiness by providing and maintaining: 1) an irrevocable, unconditional guarantee of its obligations under the TSA by a person or entity that satisfies the creditworthiness standards, 2) an irrevocable letter of credit equal to the lesser of three years, or the period of time remaining in the term, of the anticipated charges under the MRC TSA, or 3) other credit arrangements which are mutually agreed to by EPNG and MRC.

Additionally, EPNG may request evidence of creditworthiness which EPNG may then share with its lenders or creditors or any nationally recognized rating agency that is maintaining a rating of EPNG's debt securities. If any change in ratings requires MRC to change how it satisfies the creditworthiness provisions, MRC will be required to demonstrate the new creditworthiness option within fifteen business days of the change.

The creditworthiness provisions contained in the MRC TSA exceed EPNG's creditworthiness requirements found in General Terms and Conditions ("GT&C") Section 4.16 of its Tariff. Although the language in the agreement is non-conforming, EPNG does not believe these provisions rise to the level of a material deviation given that the additional creditworthiness obligations are necessary to provide a degree of protection to EPNG since it will be undertaking the construction of the Project Facilities.³ Accordingly, EPNG respectfully requests the Commission approve these non-conforming provisions.

³ The Commission has approved similar creditworthiness language. See *El Paso Natural Gas Co.*, Docket No. RP13-1235-000 (Sept. 24, 2014) (unpublished letter order) and Docket No. RP13-662-000 (Mar. 27, 2013) (unpublished letter order); and *Colorado Interstate Gas Co.*,

Exhibit A Descriptions

The MRC TSA includes footnote language in Exhibit A that describes the MRC interconnect. Though the inclusion of the language is non-conforming, the purpose of such language is to clearly delineate the applicable time periods for the specific receipt/delivery point combinations shown.

Negotiated Rates

Section 4.18 of the GT&C of EPNG's Tariff allows EPNG and a shipper to agree to a transportation rate that is not subject to the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, EPNG and MRC have agreed to negotiated reservation and usage rates for Agreement No. 612815-FT1EPNG. As such, Exhibit B, provides for a negotiated reservation rate of \$3.7352 per Dekatherm ("Dth") per month and a fixed usage rate of \$0.0000 per Dth applicable to service to the primary delivery point.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2020) and Subpart C of the Commission's regulations.⁴

The Table of Contents found in Part I, Section 1 and the title page for Part VII: Non-Conforming are updated to include references to Agreement No. 612815-FT1EPNG on the applicable list.

Part VII, Sections 34.0 through 34.2 are updated to include a copy of the MRC TSA.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁵ 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, a marked version of the MRC TSA reflecting changes from the Pro Forma;

Docket No. RP11-2507-000 (Sept. 27, 2011) (unpublished letter order) where the Commission accepted creditworthiness provisions that involved capacity requiring the construction of new facilities.

⁴ See 18 C.F.R. §§ 154.201 - 154.210 (2020) (Subpart C).

⁵ 18 C.F.R. §§ 154.101 – 154.603 (2020).

- d) Appendix C, an executed copy of the MRC TSA; 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 on November 1, 2020, which is not less than thirty days following the submission of this instant filing. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records into effect at the end of the suspension period.

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

Ms. Julia Forrester-Sellers
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4513
Julia_Forrester-Sellers@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 (2020)).

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 30th day of September 2020.

/s/

Francisco Tarin

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents Version 65.0.0

Part VII: Non-Conforming Agreements

Version 64.0.0

Section 34.0 MRC Permian Company #612815-FT1EPNG Version 2.0.0

Section 34.1 MRC Permian Company #612815-FT1EPNG Exhibit A Version 2.0.0

Section 34.2 MRC Permian Company #612815-FT1EPNG Exhibit B Version 2.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

Transportation Service Agreement
Rate Schedule FT-1

Dated: October 1, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: MRC PERMIAN COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement, which include certain system enhancements including (a) construction of an additional 16-inch diameter pipeline segment approximately 17-miles in length that would mostly parallel Transporter's existing Line No. 3191 (the "Additional Pipeline Segment"), (b) installation of pipeline and valve modifications at or near Transporter's existing Eunice Compressor Station, (c) installation of pressure control facilities on Transporter's existing Line Nos. 30132, 3019 and 3026, and (d) certain other potential system modifications elsewhere on Transporter's pipeline system located within the Permian Basin (collectively referred to herein as the "Project Facilities"). 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 Project Facilities~~ additional facilities in a form and substance satisfactory to Transporter in its sole discretion.
- (ii) ~~The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.~~
- (iii) ~~_____ 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

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

TCD (Dth/d)	Time Period
159,000	See ¶11

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

Beginning: The In-Service Date of the Project Facilities ("Commencement Date").
 Ending: Fifteen (15) years following the Commencement Date ("Expiration Date").

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Notices, Statements, and Bills:**

To Shipper:
 MRC PERMIAN COMPANY
 One Lincoln Center
 5400 LBJ Freeway, Suite 1500
 Dallas, TX 75240
 Attn: Anton Langland

To Transporter: See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** N/A.

14. **Creditworthiness:** Shipper must demonstrate, and maintain throughout the term of this agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii)

Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time prior to or during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Rated Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations in connection with this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to the lesser of three (3) Years or the period of time remaining in the term, of the anticipated charges in connection with this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in paragraph 14(a) above, then, upon reasonable request by Transporter, in addition to the requirements set forth in paragraph 14(b) above, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

MRC PERMIAN COMPANY

Accepted and agreed to this

_____ day of _____, 2019.

Accepted and agreed to this

_____ day of _____, 2019.

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date is before the in-service date of the MRC Interconnect ("ISD")^{3/}, then from the Commencement Date through the earlier of the Day before the ISD or the Expiration Date.

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			
IBOUNDSK	48862	KEY IRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		

Effective Dates: If the Commencement Date is on or after the ISD, then from the Commencement Date through the Expiration Date; or if the Commencement Date is before the ISD, then from the ISD through the Expiration Date.

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			
MRC Interconnect	1BD	KEY IRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
- 3/ For the purposes of this Exhibit A, the "MRC Interconnect" is a proposed new interconnect facility on either (a) Transporter's existing Line No. 3191 or (b) the Additional Pipeline Segment (as defined in ¶15), to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)	(1b)		

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEM DRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPM MRTN	49820					
IMLSCARL	314843	DALLREDD	49865					
INUVISTA	334823	DANGELES	49940					
IPINCPD2	358846	DPINCPD2	49961					
IELOVING	334819	DPEGASUS	49986	See ¶11	(1a)	(1b)		
ICRAWFRD	334853	DHADACOL	49987					
IBOUNDSR	48862	DSTKHLDR	50018					
HIGBYHL	50530	DRZRSHP	50053					
IZORRO	49027	DARMDILO	50647					
		BENEDUM UPTON	53595					
		DENSODIS	300834					
		DENSOJAL	300837					
		DENSOMID	300838					
		DENSOSJX	300839					
		DENSOSUT	300841					
		DGPMH OBS	300891					
		DHARDFLT	300902					
		DJAL JAL	300910					
		DJALCPLX	300912					
		DMAYFLD	300927					
		DP-PFUEL	300954					
		DPNMTATU	300992					
		DSUG CRN	301056					
		DSUG KWX	301062					
		DWTG DIS	301215					
		DWTG JAL	301220					
		IARCOPUC	301321					
		ICABH OBS	301375					
		IGCNMLSK	301530					
		IGRAMARI	301560					
		IKEYSTOR	301595					
		ILONESTR	301620					
		ILONEWA	301621					
		IMCHRNCH	301641					
		IMLWAHA	301657					
		INGPLUSK	301678					

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		IOASISWA	301701					
		IOWNRNCH	301705					
		DWILSDEL	301908					
		IUTDOLHD	301938					
		IVALEROW	301945					
		IW40-043	301952					
		IWESTARW	302075					
		PLNSTRAN	302250					
		WAHATRAN	302407					
		DGPMGOLD	302803					
		DAMSLAFL	303930					
		DSUNDOWN	303953					
		DAMOCDIS	314109					
		DSHELJX	314416					
		INN30PLA	314430					
		ITXGROBE	314435					
		DREVSGNS	314464					
		DWANTZDP	314547					
		DKERMFUL	314874					
		WTGREEVS	314889					
		DWILSDL1	314943					
		IMUSTANG	314948					
		DNUSUPCO	314999					
		DTERFUEL	315319					
		DAMERAN	315327					
		DCORNELL	315391					
		DHOBSON	316115					
		DGDNITBY	316116					
		DWHITDIS	320214					
IMLSCARL	314843	DRAM MID	320431					
INUVISTA	334823	DWTG SJX	320474					
IPINCPD2	358846	DWTG GLD	320499					
IELOVING	334819	IODESAEC	320615	See ¶11	(1a)	(1b)		
ICRAWFRD	334853	DLEVEMER	326482					
IBOUNDSR	48862	DANGLYFM	327707					
HIGBYHL	50530	DPLTXDIS	330090					
IZORRO	49027	DWTG LLN	330336					
		DPLNSDIS	330662					
		DMORTDIS	330727					
		DDENVJAL	330804					
		DWSTRGLD	330901					
		DWTG KWX	331543					
		DWTGFUEL	333466					
		DJWMILLR	333500					
		DOXY DIS	333520					
		DGGSKEY	334792					
		DHOBBSPP	334841					
		DMOUNTN	334854					
		DAVALON	334859					
		DBENRNCH	334871					
		DVILFARM	334872					
		DGOLDHMR	334875					
		DWSTRDIS	334880					
		DTEX JAL	335357					
		DGPMFULT	335442					
		DPHCRAFL	335444					
		IW41-044	341044					
		IW41-054	341054					
		IW41-056	341056					
		IW41-062	341062					
		IW41-106	341106					
		IW41-130	341130					
		IW41-133	341133					
		DENSOGLD	341157					
		I41-194	341194					

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		DPHILSUT	341233					
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
IMLSCARL	314843	DGGCHAVS	344215					
INUVISTA	334823	IARCOMID	344219					
IPINCPD2	358846	DPHBAYVU	344245					
IELOVING	334819	DWTGGARD	344246					
ICRAWFRD	334853	DPHGAINS	344250	See ¶11	(1a)	(1b)		
IBOUNDSR	48862	DGULFSJX	344251					
HIGBYHL	50530	DRDBLFBY	800912					
IZORRO	49027	DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
		DWTG311L	951064					

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPMMR TN	49820					
		DALLREDD	49865					
		DANGELES	49940					
		DPINCPD2	49961					
MRC Interconnect	TBD	DPEGASUS	49986	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DHADACOL	49987					
		DSTKHLDR	50018					
		DRZRSHRP	50053					
		DARMDILO	50647					
		BENEDUM UPTON	53595					
		DENSODIS	300834					
		DENSOJAL	300837					
		DENSOMID	300838					
		DENSOSJX	300839					
		DENSOSUT	300841					
		DGPMHOBS	300891					
		DHARDFLT	300902					
		DJAL JAL	300910					
		DJALCPLX	300912					
		DMAYFLD	300927					
		DP-PFUEL	300954					
		DPNMTATU	300992					
		DSUG CRN	301056					
		DSUG KWX	301062					
		DWTG DIS	301215					
		DWTG JAL	301220					
		IARCOPUC	301321					
		ICABHOBS	301375					
		IGCNMLSK	301530					
		IGRAMARI	301560					
		IKEYSTOR	301595					
		ILONESTR	301620					
		ILONEWA	301621					
		IMCHRNCH	301641					
		IMLWAHA	301657					
		INGPLUSK	301678					

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		IOASISWA	301701					
		IOWNRNCH	301705					
		DWILSDEL	301908					
		IUTDOLHD	301938					
		IVALEROW	301945					
		IW40-043	301952					
		IWESTARW	302075					
		PLNSTRAN	302250					
		WAHATRAN	302407					
		DGPMGOLD	302803					
		DAMSLAFL	303930					
		DSUNDOWN	303953					
		DAMOCDIS	314109					
		DSHELSDX	314416					
		INN30PLA	314430					
		ITXGROBE	314435					
		DREVSNGNS	314464					
		DWANTZDP	314547					
		DKERMFUL	314874					
		WTGREEVS	314889					
		DWILSDL1	314943					
		IMUSTANG	314948					
		DNUSUPCO	314999					
		DTERFUEL	315319					
		DAMERAN	315327					
		DCORNELL	315391					
		DHOBSON	316115					
		DGDNITBY	316116					
		DWHITDIS	320214					
		DRAM MID	320431					
		DWTG SJX	320474					
MRC Interconnect	TBD	DWTG GLD	320499	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		IODESAEC	320615					
		DLEVMER	326482					
		DANGLYFM	327707					
		DPLTXDIS	330090					
		DWTG LLN	330336					
		DPLNSDIS	330662					
		DMORTDIS	330727					
		DDENVJAL	330804					
		DWSTRGLD	330901					
		DWTG KWX	331543					
		DWTGFUEL	333466					
		DJWMILLR	333500					
		DOXY DIS	333520					
		DGGSKEY	334792					
		DHOBBSPP	334841					
		DMOUNTN	334854					
		DAVALON	334859					
		DBENRNCH	334871					
		DVILFARM	334872					
		DGOLDHMR	334875					
		DWSTRDIS	334880					
		DTEX JAL	335357					
		DGPMFULT	335442					
		DPHCRAFL	335444					
		IW41-044	341044					
		IW41-054	341054					
		IW41-056	341056					
		IW41-062	341062					
		IW41-106	341106					
		IW41-130	341130					
		IW41-133	341133					
		DENSOGLD	341157					
		I41-194	341194					

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
MRC Interconnect	TBD	DPHILSUT	341233	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
		DGGCHAVS	344215					
		IARCOMID	344219					
		DPHBAYVU	344245					
		DWTGGARD	344246					
		DPHGAINS	344250					
		DGULFSJX	344251					
		DRDBLFBY	800912					
		DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
DWTG311L	951064							

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.7352 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated commodity rate(s) of \$0.0000.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Appendix C

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**MRC PERMIAN COMPANY
(Shipper)**

Dated: October 1, 2019

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: MRC PERMIAN COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement, which include certain system enhancements including (a) construction of an additional 16-inch diameter pipeline segment approximately 17-miles in length that would mostly parallel Transporter's existing Line No. 3191 (the "Additional Pipeline Segment"), (b) installation of pipeline and valve modifications at or near Transporter's existing Eunice Compressor Station, (c) installation of pressure control facilities on Transporter's existing Line Nos. 30132, 3019 and 3026, and (d) certain other potential system modifications elsewhere on Transporter's pipeline system located within the Permian Basin (collectively referred to herein as the "Project Facilities"). Transporter's obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. **Negotiated Rate:** Yes No

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

TCD (Dth/d)	Time Period
159,000	See ¶11

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

Beginning: The In-Service Date of the Project Facilities ("Commencement Date").

Ending: Fifteen (15) years following the Commencement Date ("Expiration Date").

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Notices, Statements, and Bills:**

To Shipper:

MRC PERMIAN COMPANY
 One Lincoln Center
 5400 LBJ Freeway, Suite 1500
 Dallas, TX 75240
 Attn: Anton Langland

To Transporter: See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** N/A.

14. **Creditworthiness:** Shipper must demonstrate, and maintain throughout the term of this agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time prior to or during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Rated Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit

support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

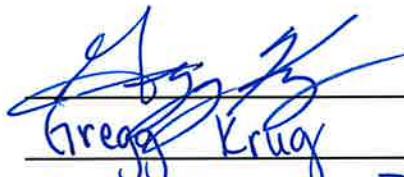
- (b) If at the time Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations in connection with this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to the lesser of three (3) Years or the period of time remaining in the term, of the anticipated charges in connection with this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in paragraph 14(a) above, then, upon reasonable request by Transporter, in addition to the requirements set forth in paragraph 14(b) above, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

MRC PERMIAN COMPANY



Gregg Krug
Executive Vice President

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

21st day of October, 2019.

support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

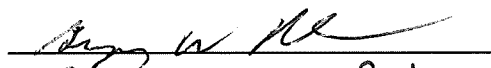
- (b) If at the time Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations in connection with this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to the lesser of three (3) Years or the period of time remaining in the term, of the anticipated charges in connection with this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in paragraph 14(a) above, then, upon reasonable request by Transporter, in addition to the requirements set forth in paragraph 14(b) above, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

MRC PERMIAN COMPANY

 KAU

 Gregory W. Ruben

 Vice President

Accepted and agreed to this

Accepted and agreed to this

21st day of October, 2019.

_____ day of _____, 2019.

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

and
MRC PERMIAN COMPANY
 (Shipper)
 Dated: October 1, 2019

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: If the Commencement Date is before the in-service date of the MRC Interconnect ("ISD")^{3f}, then from the Commencement Date through the earlier of the Day before the ISD or the Expiration Date.

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				
IBOUNDSR	48862	KEYTRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		

Effective Dates: If the Commencement Date is on or after the ISD, then from the Commencement Date through the Expiration Date; or if the Commencement Date is before the ISD, then from the ISD through the Expiration Date.

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				
MRC Interconnect	TBD	KEYTRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
- 3/ For the purposes of this Exhibit A, the "MRC Interconnect" is a proposed new interconnect facility on either (a) Transporter's existing Line No. 3191 or (b) the Additional Pipeline Segment (as defined in ¶15), to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)	(1b)		

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPMRTN	49820					
IMLSCARL	314843	DALLREDD	49865					
INUVISTA	334823	DANGELES	49940					
IPINCPD2	358846	DPINCPD2	49961					
IELOVING	334819	DPEGASUS	49986					
ICRAWFRD	334853	DHADACOL	49987	See ¶11	(1a)	(1b)		
IBOUNDSR	48862	DSTKHLDR	50018					
HIGBYHL	50530	DRZRSHRP	50053					
IZORRO	49027	DARMDILO	50647					
		BENEDUM UPTON	53595					
		DENSODIS	300834					
		DENSOJAL	300837					
		DENSOMID	300838					
		DENSOSJX	300839					
		DENSOSUT	300841					
		DGPMHOB	300891					
		DHARDFLT	300902					
		DJAL JAL	300910					
		DJALCPLX	300912					
		DMAYFLD	300927					
		DP-PFUJEL	300954					
		DPNMTATU	300992					
		DSUG CRN	301056					
		DSUG KWX	301062					
		DWTG DIS	301215					
		DWTG JAL	301220					
		IARCOPUC	301321					
		ICABHOB	301375					
		IGCNMLSK	301530					
		IGRAMARI	301560					
		IKEYSTOR	301595					
		ILONESTR	301620					
		ILONEWA	301621					
		IMCHRNCH	301641					
		IMLWAHA	301657					
		INGPLUSK	301678					

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
		IOASISWA	301701					
		IOWNRNCH	301705					
		DWILSDEL	301908					
		IUTDOLHD	301938					
		IVALEROW	301945					
		IW40-043	301952					
		IWESTARW	302075					
		PLNSTRAN	302250					
		WAHATRAN	302407					
		DGPMGOLD	302803					
		DAMSLAFL	303930					
		DSUNDOWN	303953					
		DAMOCDIS	314109					
		DSHELSDJX	314416					
		INN30PLA	314430					
		ITXGROBE	314435					
		DREVSGBNS	314464					
		DWANTZDP	314547					
		DKERMFUL	314874					
		WTGREEVS	314889					
		DWILSDL1	314943					
		IMUSTANG	314948					
		DNUSUPCO	314999					
		DTERFUEL	315319					
		DAMERAN	315327					
		DCORNELL	315391					
		DHOBSON	316115					
		DGDNITBY	316116					
		DWHITDIS	320214					
		DRAM MID	320431					
		DWTG SJX	320474					
		DWTG GLD	320499					
		IODESAEC	320615	See ¶11	(1a)	(1b)		
		DLEVEMER	326482					
		DANGLYFM	327707					
		DPLTXDIS	330090					
		DWTG LLN	330336					
		DPLNSDIS	330662					
		DMORTDIS	330727					
		DDENVJAL	330804					
		DWSTRGLD	330901					
		DWTG KWX	331543					
		DWTGFUEL	333466					
		DJWMILLR	333500					
		DOXY DIS	333520					
		DGGSKEY	334792					
		DHOBBSPP	334841					
		DMOUNTN	334854					
		DAVALON	334859					
		DBENRNCH	334871					
		DVILFARM	334872					
		DGOLDHMR	334875					
		DWSTRDIS	334880					
		DTEX JAL	335357					
		DGPMFULT	335442					
		DPHCRAFL	335444					
		IW41-044	341044					
		IW41-054	341054					
		IW41-056	341056					
		IW41-062	341062					
		IW41-106	341106					
		IW41-130	341130					
		IW41-133	341133					
		DENSOGLD	341157					
		I41-194	341194					

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		DPHILSUT	341233					
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
IMLSCARL	314843	DGGCHAVS	344215					
INUVISTA	334823	IARCOMID	344219					
IPINCPD2	358846	DPHBAYVU	344245					
IELOVING	334819	DWTGGARD	344246					
ICRAWFRD	334853	DPHGAINS	344250	See ¶11	(1a)	(1b)		
IBOUNDSR	48862	DGULFSJX	344251					
HIGBYHL	50530	DRDBLFBY	800912					
IZORRO	49027	DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
		DWTG311L	951064					

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
MRC Interconnect	TBD	IGCXWAHA	53931	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPMRTN	49820					
		DALLREDD	49865					
		DANGELES	49940					
		DPINCPD2	49961					
		DPEGASUS	49986					
		DHADACOL	49987					
		DSTKHLDR	50018					
		DRZRSHRP	50053					
		DARMDILO	50647					
		BENEDUM UPTON	53595					
		DENSODIS	300834					
		DENSOJAL	300837					
		DENSOMID	300838					
		DENSOSJX	300839					
		DENSOSUT	300841					
		DGPMHOBS	300891					
		DHARDFLT	300902					
		DJAL JAL	300910					
		DJALCPLX	300912					
		DMAYFLD	300927					
		DP-PFUEL	300954					
		DPNMTATU	300992					
		DSUG CRN	301056					
		DSUG KWX	301062					
		DWTG DIS	301215					
		DWTG JAL	301220					
		IARCOPUC	301321					
		ICABHOBS	301375					
		IGCNMLSK	301530					
		IGRAMARI	301560					
		IKEYSTOR	301595					
ILONESTR	301620							
ILONEWA	301621							
IMCHRNCH	301641							
IMLWAHA	301657							
INGPLUSK	301678							

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		IOASISWA	301701					
		IOWNRNCH	301705					
		DWILSDEL	301908					
		IUTDOLHD	301938					
		IVALEROW	301945					
		IW40-043	301952					
		IWESTARW	302075					
		PLNSTRAN	302250					
		WAHATRAN	302407					
		DGPMGOLD	302803					
		DAMSLAFL	303930					
		DSUNDOWN	303953					
		DAMOCDIS	314109					
		DSHELSJX	314416					
		INN30PLA	314430					
		ITXGROBE	314435					
		DREVS GNS	314464					
		DWANTZDP	314547					
		DKERMFUL	314874					
		WTGREEVS	314889					
		DWILSDL1	314943					
		IMUSTANG	314948					
		DNUSUPCO	314999					
		DTERFUEL	315319					
		DAMERAN	315327					
		DCORNELL	315391					
		DHOBSON	316115					
		DGDNITBY	316116					
		DWHITDIS	320214					
		DRAM MID	320431					
		DWTG SJX	320474					
MRC Interconnect	TBD	DWTG GLD	320499	The later of the ISD or the				
		IODESAEC	320615	Commencement	(1a)	(1b)		
		DLEVEMER	326482	Date through the				
		DANGLYFM	327707	Expiration Date.				
		DPLTXDIS	330090					
		DWTG LLN	330336					
		DPLNSDIS	330662					
		DMORTDIS	330727					
		DDENVJAL	330804					
		DWSTRGLD	330901					
		DWTG KWX	331543					
		DWTGFUEL	333466					
		DJWMILLR	333500					
		DOXY DIS	333520					
		DGGSKEY	334792					
		DHOBBSPP	334841					
		DMOUNTN	334854					
		DAVALON	334859					
		DBENRNCH	334871					
		DVILFARM	334872					
		DGOLDHMR	334875					
		DWSTRDIS	334880					
		DTEX JAL	335357					
		DGPMFULT	335442					
		DPHCRAFL	335444					
		IW41-044	341044					
		IW41-054	341054					
		IW41-056	341056					
		IW41-062	341062					
		IW41-106	341106					
		IW41-130	341130					
		IW41-133	341133					
		DENSOGLD	341157					
		I41-194	341194					

EXHIBIT B CONT'D

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MRC Interconnect	TBD	DPHILSUT	341233	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
		DGGCHAVS	344215					
		IARCOMID	344219					
		DPHBAYVU	344245					
		DWTGGARD	344246					
		DPHGAINS	344250					
		DGULFSJX	344251					
		DRDBLFBY	800912					
		DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
DWTG311L	951064							

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.7352 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated commodity rate(s) of \$0.0000.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

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Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
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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
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
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

List of Non-Conforming Agreements (Continued)

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
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
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

List of Non-Conforming Agreements (Continued)

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
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
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 #613904-FH8EPNG
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

List of Non-Conforming Negotiated Rate Agreements (Continued)

MRC Permian Company FT-1 Agreement #610837-FT1EPNG
MRC Permian Company FT-1 Agreement #612815-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000
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
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
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-
FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Southern California Gas Company FT-1 Agreement #611367-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-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
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #FT3AB000
UNS Gas, Inc. FTH-12 Agreement #H222P000
UNS Gas, Inc. FTH-3 Agreement #H3229000
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG
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
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

Third Revised Volume No. 2

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

Rate Schedules

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

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

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

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

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

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

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

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
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	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
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	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
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	XTO Energy Inc. #613717-FT1EPNG
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 #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	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
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG

Agreement No. 612815-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** MRC PERMIAN COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement, which include certain system enhancements including (a) construction of an additional 16-inch diameter pipeline segment approximately 17-miles in length that would mostly parallel Transporter's existing Line No. 3191 (the "Additional Pipeline Segment"), (b) installation of pipeline and valve modifications at or near Transporter's existing Eunice Compressor Station, (c) installation of pressure control facilities on Transporter's existing Line Nos. 30132, 3019 and 3026, and (d) certain other potential system modifications elsewhere on Transporter's pipeline system located within the Permian Basin (collectively referred to herein as the "Project Facilities"). Transporter's obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

Agreement No. 612815-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes No
10. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
159,000	See ¶11

11. **Term of Firm Transportation Service:**
Beginning: The In-Service Date of the Project Facilities ("Commencement Date").
Ending: Fifteen (15) years following the Commencement Date ("Expiration Date").

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Notices, Statements, and Bills:**

To Shipper:
MRC PERMIAN COMPANY
One Lincoln Center
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240
Attn: Anton Langland

To Transporter: See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** N/A.
14. **Creditworthiness:** Shipper must demonstrate, and maintain throughout the term of this agreement, satisfaction of creditworthiness in the manner set forth below:
(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such

Agreement No. 612815-FT1EPNG

determination); and (ii) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time prior to or during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Rated Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

- (b) If at the time Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations in connection with this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to the lesser of three (3) Years or the period of time remaining in the term, of the anticipated charges in connection with this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
 - (c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in paragraph 14(a) above, then, upon reasonable request by Transporter, in addition to the requirements set forth in paragraph 14(b) above, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
 - (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. 612815-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

MRC PERMIAN COMPANY

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

Agreement No. 612815-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
MRC PERMIAN COMPANY
 (Shipper)
 Dated: October 1, 2019

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date is before the in-service date of the MRC Interconnect ("ISD")^{3/}, then from the Commencement Date through the earlier of the Day before the ISD or the Expiration Date.

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		
IBOUNDSR	48862	KEY IRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		

Effective Dates: If the Commencement Date is on or after the ISD, then from the Commencement Date through the Expiration Date; or if the Commencement Date is before the ISD, then from the ISD through the Expiration Date.

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		
MRC Interconnect	TBD	KEYTRAN	302136	VA	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		
TRANSPORTATION CONTRACT DEMAND					159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000	159,000		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.
- 3/ For the purposes of this Exhibit A, the "MRC Interconnect" is a proposed new interconnect facility on either (a) Transporter's existing Line No. 3191 or (b) the Additional Pipeline Segment (as defined in ¶15), to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.

Ex. A-1

Agreement No. 612815-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	See ¶11	(1a)	(1b)		

Ex. B-1

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPM MRTN	49820					
		DALLREDD	49865					
		DANGELES	49940					
		DPINCPD2	49961					
		DPEGASUS	49986					
		DHADACOL	49987					
		DSTKHLDR	50018					
		DRZRSHP	50053					
		DARMDILO	50647					
		BENEDUM	53595					
		UPTON	300834					
		DENSODIS	300837					
		DENSOJAL	300838					
		DENSOMID	300839					
		DENSOSJX	300841					
		DENSOSUT	300891					
		DGPMHOB	300902					
		DHARDFLT	300910					
		DJAL JAL	300912					
		DJALCPLX	300927					
		DMAYFLD	300954					
		DP-PFUEL	300992					
		DPNMTATU	301056					
		DSUG CRN	301062					
		DSUG KWX	301215					
		DWTG DIS	301220					
		DWTG JAL	301321					
		IARCOPUC	301375					
		ICABHOB	301530					
		IGCNMLSK	301560					
		IGRAMARI	301595					
		IKEYSTOR	301620					
		ILONESTR	301621					
		ILONEWA	301641					
		IMCHRNCH	301657					
		IMLWAHA	301678					
		INGPLUSK						
IMLSCARL	314843							
INUVISTA	334823							
IPINCPD2	358846							
IELOVING	334819							
ICRAWFRD	334853							
IBOUNDSR	48862							
HIGBYHL	50530							
IZORRO	49027							
				See ¶11	(1a)	(1b)		

EXHIBIT B CONT'D

<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/ Fuel 2/</i>	<i>Surcharges 3/</i>
		IOASISWA	301701				
		IOWNRNCH	301705				
		DWILSDEL	301908				
		IUTDOLHD	301938				
		IVALEROW	301945				
		IW40-043	301952				
		IWESTARW	302075				
		PLNSTRAN	302250				
		WAHATRAN	302407				
		DGPMGOLD	302803				
		DAMSLAFL	303930				
		DSUNDOWN	303953				
		DAMOCDIS	314109				
		DSHELJX	314416				
		INN30PLA	314430				
		ITXGROBE	314435				
		DREVSJNS	314464				
		DWANTZDP	314547				
		DKERMFUL	314874				
		WTGREEVS	314889				
		DWILSDL1	314943				
		IMUSTANG	314948				
		DNUSUPCO	314999				
		DTERFUEL	315319				
		DAMERAN	315327				
		DCORNELL	315391				
		DHOBSON	316115				
		DGDNITBY	316116				
		DWHITDIS	320214				
IMLSCARL	314843	DRAM MID	320431				
INUVISTA	334823	DWTG SJX	320474				
IPINCPD2	358846	DWTG GLD	320499				
IELOVING	334819	IODESAEC	320615	See ¶11	(1a)	(1b)	
ICRAWFRD	334853	DLEVEMER	326482				
IBOUNDSR	48862	DANGLYFM	327707				
HIGBYHL	50530	DPLTXDIS	330090				
IZORRO	49027	DWTG LLN	330336				
		DPLNSDIS	330662				
		DMORTDIS	330727				
		DDENVJAL	330804				
		DWSTRGLD	330901				
		DWTG KWX	331543				
		DWTGFUEL	333466				
		DJWMILLR	333500				
		DOXY DIS	333520				
		DGGSKEY	334792				
		DHOBBSPP	334841				
		DMOUNTN	334854				
		DAVALON	334859				
		DBENRNCH	334871				
		DVILFARM	334872				
		DGOLDHMR	334875				
		DWSTRDIS	334880				
		DTEX JAL	335357				
		DGPMFULT	335442				
		DPHCRAFL	335444				
		IW41-044	341044				
		IW41-054	341054				
		IW41-056	341056				
		IW41-062	341062				
		IW41-106	341106				
		IW41-130	341130				
		IW41-133	341133				
		DENSGLD	341157				
		I41-194	341194				

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
		DPHILSUT	341233					
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
IMLSCARL	314843	DGGCHAVS	344215					
INUVISTA	334823	IARCOMID	344219					
IPINCPD2	358846	DPHBAYVU	344245					
IELOVING	334819	DWTGGARD	344246					
ICRAWFRD	334853	DPHGAINS	344250	See ¶11	(1a)	(1b)		
IBOUNDSR	48862	DGULFSJX	344251					
HIGBYHL	50530	DRDBLFBY	800912					
IZORRO	49027	DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
		DWTG311L	951064					

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPMMR TN	49820					
		DALLREDD	49865					
		DANGELES	49940					
MRC Interconnect	TBD	DPINCPD2	49961	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DPEGASUS	49986					
		DHADACOL	49987					
		DSTKHLDR	50018					
		DRZRSHP	50053					
		DARMDILO	50647					
		BENEDUM UPTON	53595					
		DENSODIS	300834					
		DENSOJAL	300837					
		DENSOMID	300838					
		DENSOSJX	300839					
		DENSOSUT	300841					
		DGPMHOBS	300891					
		DHARDFLT	300902					
		DJAL JAL	300910					
		DJALCPLX	300912					
		DMAYFLD	300927					
		DP-PFUEL	300954					
		DPNMTATU	300992					
		DSUG CRN	301056					
		DSUG KWX	301062					
		DWTG DIS	301215					
		DWTG JAL	301220					
		IARCOPUC	301321					
		ICABHOBS	301375					
		IGCNMLSK	301530					
		IGRAMARI	301560					
		IKEYSTOR	301595					
		ILONESTR	301620					
		ILONEWA	301621					
		IMCHRNCH	301641					
		IMLWAHA	301657					
		INGPLUSK	301678					

Ex. B-4

EXHIBIT B CONT'D

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
MRC Interconnect	TBD	IOASISWA	301701	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		IOWNRNCH	301705					
		DWILSDEL	301908					
		IUTDOLHD	301938					
		IVALEROW	301945					
		IW40-043	301952					
		IWESTARW	302075					
		PLNSTRAN	302250					
		WAHATRAN	302407					
		DGPMGOLD	302803					
		DAMSLAFL	303930					
		DSUNDOWN	303953					
		DAMOCDIS	314109					
		DSHELJSX	314416					
		INN30PLA	314430					
		ITXGROBE	314435					
		DREVS GNS	314464					
		DWANTZDP	314547					
		DKERMFUL	314874					
		WTGREEVS	314889					
		DWILSDL1	314943					
		IMUSTANG	314948					
		DNUSUPCO	314999					
		DTERFUEL	315319					
		DAMERAN	315327					
		DCORNELL	315391					
		DHOBSON	316115					
		DGDNITBY	316116					
		DWHITDIS	320214					
		DRAM MID	320431					
		DWTG SJX	320474					
		DWTG GLD	320499					
		IODESAEC	320615					
		DLEVEMER	326482					
		DANGLYFM	327707					
		DPLTXDIS	330090					
		DWTG LLN	330336					
		DPLNSDIS	330662					
		DMORTDIS	330727					
		DDENVJAL	330804					
		DWSTRGLD	330901					
		DWTG KWX	331543					
		DWTGFUEL	333466					
		DJWMILLR	333500					
		DOXY DIS	333520					
		DGGSKEY	334792					
		DHOBSPP	334841					
		DMOUNTN	334854					
		DAVALON	334859					
		DBENRNCH	334871					
		DVILFARM	334872					
		DGOLDHMR	334875					
		DWSTRDIS	334880					
DTEX JAL	335357							
DGPMFULT	335442							
DPHCRAFL	335444							
IW41-044	341044							
IW41-054	341054							
IW41-056	341056							
IW41-062	341062							
IW41-106	341106							
IW41-130	341130							
IW41-133	341133							
DENSOGLD	341157							
I41-194	341194							

EXHIBIT B CONT'D

<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>Fuel 2/</i>	<i>Surcharges 3/</i>
MRC Interconnect	TBD	DPHILSUT	341233	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
		DGGCHAVS	344215					
		IARCOMID	344219					
		DPHBAYVU	344245					
		DWTGGARD	344246					
		DPHGAINS	344250					
		DGULFSJX	344251					
		DRDBLFBY	800912					
		DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
DWTG311L	951064							

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.7352 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated commodity rate(s) of \$0.0000.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

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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
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
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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
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
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

List of Non-Conforming Agreements (Continued)

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
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
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

List of Non-Conforming Agreements (Continued)

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
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
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 #613904-FH8EPNG
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

List of Non-Conforming Negotiated Rate Agreements (Continued)

MRC Permian Company FT-1 Agreement #610837-FT1EPNG
[MRC Permian Company FT-1 Agreement #612815-FT1EPNG](#)
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000
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
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
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Southern California Gas Company FT-1 Agreement #611367-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-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
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #FT3AB000
UNS Gas, Inc. FTH-12 Agreement #H222P000
UNS Gas, Inc. FTH-3 Agreement #H3229000
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG
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
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

Third Revised Volume No. 2

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

Rate Schedules

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

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

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

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

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

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

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

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
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	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
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	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	<u>Reserved</u> MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
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	XTO Energy Inc. #613717-FT1EPNG
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 #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	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
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG

Agreement No. 612815-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

MRC PERMIAN COMPANY

(Shipper)

Dated: October 1, 2019

Agreement No. 612815-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: MRC PERMIAN COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement, which include certain system enhancements including (a) construction of an additional 16-inch diameter pipeline segment approximately 17-miles in length that would mostly parallel Transporter's existing Line No. 3191 (the "Additional Pipeline Segment"), (b) installation of pipeline and valve modifications at or near Transporter's existing Eunice Compressor Station, (c) installation of pressure control facilities on Transporter's existing Line Nos. 30132, 3019 and 3026, and (d) certain other potential system modifications elsewhere on Transporter's pipeline system located within the Permian Basin (collectively referred to herein as the "Project Facilities"). Transporter's obligations under this Agreement are subject to the receipt by Transporter of all necessary regulatory approvals, permits and other authorizations for the Project Facilities in a form and substance satisfactory to Transporter in its sole discretion. If the requirements of this paragraph are not fully satisfied, then Transporter may terminate this Agreement, without liability of any kind to Shipper, by providing Shipper not less than five (5) Business Days' advance written notice of such termination.

Agreement No. 612815-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.

8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9. **Negotiated Rate:** Yes No

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

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>159,000</u>	<u>See ¶11</u>

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

Beginning: The In-Service Date of the Project Facilities
("Commencement Date").

Ending: Fifteen (15) years following the Commencement
Date ("Expiration Date").

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the GT&C.

12. **Notices, Statements, and Bills:**

To Shipper:

MRC PERMIAN COMPANY
One Lincoln Center
5400 LBJ Freeway, Suite 1500
Dallas, TX 75240
Attn: Anton Langland

To Transporter: See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** N/A.

14. **Creditworthiness:** Shipper must demonstrate, and maintain throughout the term of this agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall satisfy its creditworthiness obligations by making a demonstration to Transporter that: (i) Rated Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's or Rated Shipper's long-term issuer rating is at least BBB- by S&P or Baa3 by Moody's (in the event Rated Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such

Agreement No. 612815-FT1EPNG

determination); and (ii) Rated Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 14(a).

If at any time prior to or during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 14(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 14(a), Rated Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 14(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 14(a).

(b) If at the time Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 14(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations in connection with this Agreement, acceptable to Transporter and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 14(a); or (ii) an irrevocable letter of credit acceptable to Transporter and from a bank acceptable to Transporter equal to the lesser of three (3) Years or the period of time remaining in the term, of the anticipated charges in connection with this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) If at any time Shipper is unable to satisfy the creditworthiness standards set forth in paragraph 14(a) above, then, upon reasonable request by Transporter, in addition to the requirements set forth in paragraph 14(b) above, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

(d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

15. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. 612815-FT1EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

Accepted and agreed to this Accepted and agreed to this

day of , 2019. day of , 2019.

Reserved

Agreement No. 612815-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)
Dated: October 1, 2019

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: If the Commencement Date is before the in-service date of the MRC Interconnect ("ISD")^{3/}, then from the Commencement Date through the earlier of the Day before the ISD or the Expiration Date.

<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Maximum Quantity-D-Code (Dth/d) 1/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
					<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>		
<u>IBOUNDSR</u>	<u>48862</u>	<u>KEY IRAN</u>	<u>302136</u>	<u>VA</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>		

Effective Dates: If the Commencement Date is on or after the ISD, then from the Commencement Date through the Expiration Date; or if the Commencement Date is before the ISD, then from the ISD through the Expiration Date.

<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Maximum Quantity-D-Code (Dth/d) 1/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
					<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>		
<u>MRC Interconnect</u>	<u>TBD</u>	<u>KEYTRAN</u>	<u>302136</u>	<u>VA</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>	<u>159,000</u>		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

3/ For the purposes of this Exhibit A, the "MRC Interconnect" is a proposed new interconnect facility on either (a) Transporter's existing Line No. 3191 or (b) the Additional Pipeline Segment (as defined in ¶15), to be built by Transporter under a separate reimbursement agreement with Shipper or its affiliate.

Ex. A-1

Reserved

Agreement No. 612815-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
MRC PERMIAN COMPANY
(Shipper)

Dated: October 1, 2019

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate</u> <u>1/</u>	<u>Usage Rate</u> <u>1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>See ¶11</u>	<u>(1a)</u>	<u>(1b)</u>		

Ex. B-1

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

<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>Fuel 2/</u>	<u>Surcharges 3/</u>
		<u>IGCXWAHA</u>	<u>53931</u>					
		<u>KEYTRAN</u>	<u>302136</u>					
		<u>IMDZTRL</u>	<u>48148</u>					
		<u>DJMSLAKE</u>	<u>47835</u>					
		<u>DMARTINB</u>	<u>47838</u>					
		<u>DEMBARBS</u>	<u>47839</u>					
		<u>DSEMDRAW</u>	<u>47929</u>					
		<u>DQUAILRN</u>	<u>48149</u>					
		<u>DFOXHILL</u>	<u>48155</u>					
		<u>DROCKDOV</u>	<u>48280</u>					
		<u>DEMMADEL</u>	<u>48713</u>					
		<u>DPITBULL</u>	<u>48738</u>					
		<u>DTEMPIGR</u>	<u>48801</u>					
		<u>DGIDDING</u>	<u>48860</u>					
		<u>DBLAKEDR</u>	<u>49074</u>					
		<u>DCARLSBD</u>	<u>49085</u>					
		<u>DJALALLY</u>	<u>49548</u>					
		<u>DEAGLDEL</u>	<u>49549</u>					
		<u>DCATFISH</u>	<u>49637</u>					
		<u>DSALTCRK</u>	<u>49652</u>					
		<u>DCYPRESS</u>	<u>49654</u>					
		<u>DHOGGDEL</u>	<u>49715</u>					
		<u>DPECSTR</u>	<u>49748</u>					
		<u>DWHTHORN</u>	<u>49774</u>					
		<u>DSALDRWD</u>	<u>49775</u>					
		<u>DHIGHROL</u>	<u>49809</u>					
		<u>DGPMMRN</u>	<u>49820</u>					
		<u>DALLREDD</u>	<u>49865</u>					
		<u>DANGELES</u>	<u>49940</u>					
<u>IMLSCARL</u>	<u>314843</u>	<u>DPINCPD2</u>	<u>49961</u>					
<u>INUVISTA</u>	<u>334823</u>	<u>DPEGASUS</u>	<u>49986</u>					
<u>IPINCPD2</u>	<u>358846</u>	<u>DHADACOL</u>	<u>49987</u>	<u>See ¶11</u>	<u>(1a)</u>	<u>(1b)</u>		
<u>IELOVING</u>	<u>334819</u>	<u>DSTKHLDR</u>	<u>50018</u>					
<u>ICRAWFRD</u>	<u>334853</u>	<u>DRZRSHRP</u>	<u>50053</u>					
<u>IBOUNDSR</u>	<u>48862</u>	<u>DARMDILO</u>	<u>50647</u>					
<u>HIGBYHL</u>	<u>50530</u>	<u>BENEDUM</u>	<u>53595</u>					
<u>IZORRO</u>	<u>49027</u>	<u>UPTON</u>	<u>300834</u>					
		<u>DENSODIS</u>	<u>300837</u>					
		<u>DENSOJAL</u>	<u>300838</u>					
		<u>DENSOMID</u>	<u>300839</u>					
		<u>DENSOSJX</u>	<u>300841</u>					
		<u>DENSOSUT</u>	<u>300891</u>					
		<u>DGPMHOBS</u>	<u>300902</u>					
		<u>DHARDFLT</u>	<u>300910</u>					
		<u>DJAL JAL</u>	<u>300912</u>					
		<u>DJALCPLX</u>	<u>300927</u>					
		<u>DMAYFLD</u>	<u>300954</u>					
		<u>DP-PFUEL</u>	<u>300992</u>					
		<u>DPNMTATU</u>	<u>301056</u>					
		<u>DSUG CRN</u>	<u>301062</u>					
		<u>DSUG KWX</u>	<u>301215</u>					
		<u>DWTG DIS</u>	<u>301220</u>					
		<u>DWTG JAL</u>	<u>301321</u>					
		<u>IARCOPUC</u>	<u>301375</u>					
		<u>ICABHOBS</u>	<u>301530</u>					
		<u>IGCNMLSK</u>	<u>301560</u>					
		<u>IGRAMARI</u>	<u>301595</u>					
		<u>IKEYSTOR</u>	<u>301620</u>					
		<u>ILONESTR</u>	<u>301621</u>					
		<u>ILONEWA</u>	<u>301641</u>					
		<u>IMCHRNCH</u>	<u>301657</u>					
		<u>IMLWAHA</u>	<u>301678</u>					
		<u>INGPLUSK</u>						

Ex. B-1

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

<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>Fuel 2/</u>	<u>Surcharges 3/</u>
		<u>IOASISWA</u>	<u>301701</u>					
		<u>IOWNRNCH</u>	<u>301705</u>					
		<u>DWILSDEL</u>	<u>301908</u>					
		<u>IUTDOLHD</u>	<u>301938</u>					
		<u>IVALEROW</u>	<u>301945</u>					
		<u>IW40-043</u>	<u>301952</u>					
		<u>IWESTARW</u>	<u>302075</u>					
		<u>PLNSTRAN</u>	<u>302250</u>					
		<u>WAHATRAN</u>	<u>302407</u>					
		<u>DGPMGOLD</u>	<u>302803</u>					
		<u>DAMSLAFL</u>	<u>303930</u>					
		<u>DSUNDOWN</u>	<u>303953</u>					
		<u>DAMOCDIS</u>	<u>314109</u>					
		<u>DSHELJX</u>	<u>314416</u>					
		<u>INN30PLA</u>	<u>314430</u>					
		<u>ITXGROBE</u>	<u>314435</u>					
		<u>DREVSGNS</u>	<u>314464</u>					
		<u>DWANTZDP</u>	<u>314547</u>					
		<u>DKERMFUL</u>	<u>314874</u>					
		<u>WTGREEVS</u>	<u>314889</u>					
		<u>DWILSDL1</u>	<u>314943</u>					
		<u>IMUSTANG</u>	<u>314948</u>					
		<u>DNUSUPCO</u>	<u>314999</u>					
		<u>DTERFUEL</u>	<u>315319</u>					
		<u>DAMERAN</u>	<u>315327</u>					
		<u>DCORNELL</u>	<u>315391</u>					
		<u>DHOBSON</u>	<u>316115</u>					
		<u>DGDNITBY</u>	<u>316116</u>					
		<u>DWHITDIS</u>	<u>320214</u>					
<u>IMLSCARL</u>	<u>314843</u>	<u>DRAMMID</u>	<u>320431</u>					
<u>INUVISTA</u>	<u>334823</u>	<u>DWTG SJX</u>	<u>320474</u>					
<u>IPINCPD2</u>	<u>358846</u>	<u>DWTG GLD</u>	<u>320499</u>					
<u>ILOVING</u>	<u>334819</u>	<u>IODESAEC</u>	<u>320615</u>	<u>See ¶11</u>	<u>(1a)</u>	<u>(1b)</u>		
<u>ICRAWFRD</u>	<u>334853</u>	<u>DLEVEMER</u>	<u>326482</u>					
<u>IBOUNDSR</u>	<u>48862</u>	<u>DANGLYFM</u>	<u>327707</u>					
<u>HIGBYHL</u>	<u>50530</u>	<u>DPLTXDIS</u>	<u>330090</u>					
<u>IZORRO</u>	<u>49027</u>	<u>DWTG LLN</u>	<u>330336</u>					
		<u>DPLNSDIS</u>	<u>330662</u>					
		<u>DMORTDIS</u>	<u>330727</u>					
		<u>DDENVJAL</u>	<u>330804</u>					
		<u>DWSTRGLD</u>	<u>330901</u>					
		<u>DWTG KWX</u>	<u>331543</u>					
		<u>DWTGFUEL</u>	<u>333466</u>					
		<u>DJWMILLR</u>	<u>333500</u>					
		<u>DOXY DIS</u>	<u>333520</u>					
		<u>DGGSKEY</u>	<u>334792</u>					
		<u>DHOBSPP</u>	<u>334841</u>					
		<u>DMOUNTN</u>	<u>334854</u>					
		<u>DAVALON</u>	<u>334859</u>					
		<u>DBENRNCH</u>	<u>334871</u>					
		<u>DVILFARM</u>	<u>334872</u>					
		<u>DGOLDHMR</u>	<u>334875</u>					
		<u>DWSTRDIS</u>	<u>334880</u>					
		<u>DTEX JAL</u>	<u>335357</u>					
		<u>DGPMFULT</u>	<u>335442</u>					
		<u>DPHCRAFL</u>	<u>335444</u>					
		<u>IW41-044</u>	<u>341044</u>					
		<u>IW41-054</u>	<u>341054</u>					
		<u>IW41-056</u>	<u>341056</u>					
		<u>IW41-062</u>	<u>341062</u>					
		<u>IW41-106</u>	<u>341106</u>					
		<u>IW41-130</u>	<u>341130</u>					
		<u>IW41-133</u>	<u>341133</u>					
		<u>DENSOGLD</u>	<u>341157</u>					
		<u>I41-194</u>	<u>341194</u>					

Ex. B-2

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

<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>Fuel 2/</u>	<u>Surcharges 3/</u>
		<u>DPHILSUT</u>	<u>341233</u>					
		<u>DWARNJAL</u>	<u>341353</u>					
		<u>DPHILGLD</u>	<u>341798</u>					
		<u>DPHIL311</u>	<u>341920</u>					
		<u>DPHILMID</u>	<u>341922</u>					
		<u>DARCODIS</u>	<u>341987</u>					
<u>IMLSCARL</u>	<u>314843</u>	<u>DGGCHAVS</u>	<u>344215</u>					
<u>INUVISTA</u>	<u>334823</u>	<u>JARCOMID</u>	<u>344219</u>					
<u>IPINCPD2</u>	<u>358846</u>	<u>DPHBAYVU</u>	<u>344245</u>					
<u>IELOVING</u>	<u>334819</u>	<u>DWTGGARD</u>	<u>344246</u>					
<u>ICRAWFRD</u>	<u>334853</u>	<u>DPHGAINS</u>	<u>344250</u>	<u>See ¶11</u>	<u>(1a)</u>	<u>(1b)</u>		
<u>IBOUNDSR</u>	<u>48862</u>	<u>DGULFSJX</u>	<u>344251</u>					
<u>HIGBYHL</u>	<u>50530</u>	<u>DRDELFBY</u>	<u>800912</u>					
<u>IZORRO</u>	<u>49027</u>	<u>DSODALKE</u>	<u>800925</u>					
		<u>DGAINESJ</u>	<u>801187</u>					
		<u>DSUMADM</u>	<u>801190</u>					
		<u>DSUMAYK</u>	<u>801191</u>					
		<u>DWTGBUCK</u>	<u>801265</u>					
		<u>DTYHLAKE</u>	<u>801267</u>					
		<u>DCTNHILS</u>	<u>801492</u>					
		<u>DWTG311L</u>	<u>951064</u>					

Ex. B-3

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

<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>Fuel 2/</u>	<u>Surcharges 3/</u>
		IGCXWAHA	53931					
		KEYTRAN	302136					
		IMDZTRL	48148					
		DJMSLAKE	47835					
		DMARTINB	47838					
		DEMBARBS	47839					
		DSEMDRAW	47929					
		DQUAILRN	48149					
		DFOXHILL	48155					
		DROCKDOV	48280					
		DEMMADEL	48713					
		DPITBULL	48738					
		DTEMPIGR	48801					
		DGIDDING	48860					
		DBLAKEDR	49074					
		DCARLSBD	49085					
		DJALALLY	49548					
		DEAGLDEL	49549					
		DCATFISH	49637					
		DSALTCRK	49652					
		DCYPRESS	49654					
		DHOGGDEL	49715					
		DPECSTRL	49748					
		DWHTHORN	49774					
		DSALDRWD	49775					
		DHIGHROL	49809					
		DGPMMRTN	49820					
		DALLREDD	49865					
		DANGELES	49940					
		DPINCPD2	49961					
MRC Interconnect	TBD	DPEGASUS	49986	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DHADACOL	49987					
		DSTKHLDR	50018					
		DRZRSHRP	50053					
		DARMDILO	50647					
		BENEDUMUPTON	53595					
		DENSODIS	300834					
		DENSOJAL	300837					
		DENSOMID	300838					
		DENSOSJX	300839					
		DENSOSUT	300841					
		DGPMHOBS	300891					
		DHARDFLT	300902					
		DJALJAL	300910					
		DJALCPLX	300912					
		DMAYFLD	300927					
		DP-PFUEL	300954					
		DPNMTATU	300992					
		DSUG CRN	301056					
		DSUG KWX	301062					
		DWTG DIS	301215					
		DWTG JAL	301220					
		IARCOPUC	301321					
		ICABHOBS	301375					
		IGCNMLSK	301530					
		IGRAMARI	301560					
		IKEYSTOR	301595					
		ILONESTR	301620					
		ILONEWA	301621					
		IMCHRNCH	301641					
		IMLWAHA	301657					
		INGPLUSK	301678					

Ex. B-4

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

<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>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>MRC Interconnect</u>	<u>TBD</u>	<u>IOASISWA</u>	<u>301701</u>	<u>The later of the ISD or the Commencement Date through the Expiration Date.</u>	<u>(1a)</u>	<u>(1b)</u>		
		<u>IOWNRNCH</u>	<u>301705</u>					
		<u>DWILSDEL</u>	<u>301908</u>					
		<u>IUTDOLHD</u>	<u>301938</u>					
		<u>IVALEROW</u>	<u>301945</u>					
		<u>IW40-043</u>	<u>301952</u>					
		<u>IWESTARW</u>	<u>302075</u>					
		<u>PLNSTRAN</u>	<u>302250</u>					
		<u>WAHATRAN</u>	<u>302407</u>					
		<u>DGPMGOLD</u>	<u>302803</u>					
		<u>DAMSLAFL</u>	<u>303930</u>					
		<u>DSUNDDOWN</u>	<u>303953</u>					
		<u>DAMOCDIS</u>	<u>314109</u>					
		<u>DSHELJX</u>	<u>314416</u>					
		<u>INN30PLA</u>	<u>314430</u>					
		<u>ITXGROBE</u>	<u>314435</u>					
		<u>DREVSQNS</u>	<u>314464</u>					
		<u>DWANTZDP</u>	<u>314547</u>					
		<u>DKERMFUL</u>	<u>314874</u>					
		<u>WTGREEVS</u>	<u>314889</u>					
		<u>DWILSDL1</u>	<u>314943</u>					
		<u>IMUSTANG</u>	<u>314948</u>					
		<u>DNUSUPCO</u>	<u>314999</u>					
		<u>DERFUEL</u>	<u>315319</u>					
		<u>DAMERAN</u>	<u>315327</u>					
		<u>DCORNELL</u>	<u>315391</u>					
		<u>DHOBSON</u>	<u>316115</u>					
		<u>DGDNITBY</u>	<u>316116</u>					
		<u>DWHITDIS</u>	<u>320214</u>					
		<u>DRAMMID</u>	<u>320431</u>					
		<u>DWTG SJX</u>	<u>320474</u>					
		<u>DWTG GLD</u>	<u>320499</u>					
		<u>IOESAEC</u>	<u>320615</u>					
		<u>DLEVEMER</u>	<u>326482</u>					
		<u>DANGLYFM</u>	<u>327707</u>					
		<u>DPLTXDIS</u>	<u>330090</u>					
		<u>DWTG LLN</u>	<u>330336</u>					
		<u>DPLNSDIS</u>	<u>330662</u>					
		<u>DMORTDIS</u>	<u>330727</u>					
		<u>DDENVJAL</u>	<u>330804</u>					
		<u>DWSTRGLD</u>	<u>330901</u>					
		<u>DWTG KWX</u>	<u>331543</u>					
		<u>DWTGFUEL</u>	<u>333466</u>					
		<u>DJWMILLR</u>	<u>333500</u>					
		<u>DOXY DIS</u>	<u>333520</u>					
		<u>DGGSKEY</u>	<u>334792</u>					
		<u>DHOBSPP</u>	<u>334841</u>					
		<u>DMOUNTN</u>	<u>334854</u>					
		<u>DAVALON</u>	<u>334859</u>					
		<u>DBENRNCH</u>	<u>334871</u>					
		<u>DVILFARM</u>	<u>334872</u>					
		<u>DGOLDHMR</u>	<u>334875</u>					
		<u>DWSTRDIS</u>	<u>334880</u>					
<u>DTEX JAL</u>	<u>335357</u>							
<u>DGPMFULT</u>	<u>335442</u>							
<u>DPHCRAFL</u>	<u>335444</u>							
<u>IW41-044</u>	<u>341044</u>							
<u>IW41-054</u>	<u>341054</u>							
<u>IW41-056</u>	<u>341056</u>							
<u>IW41-062</u>	<u>341062</u>							
<u>IW41-106</u>	<u>341106</u>							
<u>IW41-130</u>	<u>341130</u>							
<u>IW41-133</u>	<u>341133</u>							
<u>DENSOGLD</u>	<u>341157</u>							
<u>I41-194</u>	<u>341194</u>							

Ex. B-5

Agreement No. 612815-FT1EPNG

EXHIBIT B CONT'D

<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>Fuel 2/</u>	<u>Surcharges 3/</u>
MRC Interconnect	TBD	DPHILSUT	341233	The later of the ISD or the Commencement Date through the Expiration Date.	(1a)	(1b)		
		DWARNJAL	341353					
		DPHILGLD	341798					
		DPHIL311	341920					
		DPHILMID	341922					
		DARCODIS	341987					
		DGGCHAVS	344215					
		IARCOMID	344219					
		DPHBAYVU	344245					
		DWTGGARD	344246					
		DPHGAINS	344250					
		DGULFSJX	344251					
		DRDBLFBY	800912					
		DSODALKE	800925					
		DGAINESJ	801187					
		DSUMADM	801190					
		DSUMAYK	801191					
		DWTGBUCK	801265					
		DTYHLAKE	801267					
		DCTNHILS	801492					
DWTG311L	951064							

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
 - 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$3.7352 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
 - 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated commodity rate(s) of \$0.0000.
 - 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
 - 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
- ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-6

Reserved