



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 Agreements 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 three new non-conforming, negotiated rate transportation service agreements ("TSAs") recently executed with Sempra Gas & Power Marketing, LLC ("Sempra").

Reason for Filing

In the fall of 2019, EPNG conducted an open season seeking interest in: (1) capacity from certain Arizona receipt points to certain California delivery points that would be available after its South Mainline Expansion Project facilities¹ were placed in service, and (2) certain expansion capacity that would be created by minor compressor station upgrades, thereby enabling EPNG to increase its delivery capability from certain Arizona receipt points to certain California delivery points. As described in its open season, the expansion capacity would be created by undertaking certain modifications at EPNG's existing Vail Compressor Station ("Project Facilities"). The combination of the capacities (referred to herein as the "Vail Capacity") would enable EPNG to provide firm transportation of up to 94,500 Dth per day from Arizona to California. At the conclusion of the open season, Sempra submitted a winning bid for all of the capacity described in the open season at negotiated reservation and usage rates.

¹ EPNG's South Mainline Facilities are more fully described in Docket No. CP18-332-000.

Subsequent to Sempra being awarded the Vail Capacity, it acquired capacity through two temporary capacity release transactions and one permanent capacity release transaction from El Paso Marketing Company, L.L.C. ("Releasing Shipper") between January and March 2020. The acquired capacity provides for firm transportation service from the Permian Basin to Arizona at the Arizona maximum reservation rate ("Arizona Capacity").²

Consistent with the terms of the aforementioned open season, Sempra requested that EPNG reform the TSAs for the Arizona Capacity to develop a seamless contract portfolio that would facilitate firm transportation from the Permian Basin to California. As a result of those discussions, the parties agreed to combine the Arizona Capacity with the Vail Capacity in the form of three TSAs ("Sempra TSAs") being filed herein. The three TSAs contain 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. As described below, two of the three TSAs have a November 1, 2020 effective date and the third TSA has an effective date of October 1, 2026. Because the Sempra TSAs were negotiated simultaneously, EPNG is submitting all three agreements for the Commission's review and acceptance at this time.³ The non-conforming provisions reflected in the agreements 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 Sempra TSAs contain non-conforming provisions that address certain requirements associated with 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.

² Consistent with EPNG's Tariff, Sempra's bids for the two temporary capacity releases, as well as the associated notices of capacity release posted on EPNG's electronic bulletin board, constituted the acquired capacity agreements.

³ These TSAs are being submitted pursuant to Section 154.112(b) of the Commission's regulations and the Commission's policy statement regarding negotiated rates. *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").

Paragraph 5 of the Sempra TSAs states that certain modifications to EPNG's Vail Compressor Station will occur in order to provide a portion of the transportation service under the TSAs. Additionally, the "in-service date" of the Project Facilities is described as the date that: (1) the Project Facilities are completed and ready for service and (2) EPNG is authorized to place the Project Facilities expansion capacity into service. The above modifications to the Pro Forma construction language simply clarify the applicable project facilities and the timing for when the construction provisions will no longer apply; such modifications do not provide Sempra any undue preference.

Recovery for Carbon Tax and Greenhouse Gas Costs

EPNG and Sempra have agreed to include paragraph 10, a non-conforming provision, allowing for the possibility that the Commission may permit the recovery of costs incurred in connection with mitigating greenhouse gas emissions, including the costs of credits or other offsets that EPNG may incur.⁴ In the event the Commission permits the recovery of such costs only through the recourse rates, then Sempra will pay EPNG for any Greenhouse Gas Costs through an adjustment of the negotiated reservation rates.³ In the absence of this provision, the negotiated rates applicable to the TSAs could prevent EPNG from recovering the Greenhouse Gas Costs from Sempra. The Commission has previously accepted similar greenhouse gas contract provisions.⁵

Creditworthiness

Paragraph 15 of each of the Sempra TSAs includes creditworthiness requirements necessary to ensure continued financial support during the term of the agreement. Specifically, each TSA requires the shipper to demonstrate and maintain sufficient evidence of satisfaction of creditworthiness throughout the term of the 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.

⁴ For purposes of the Sempra TSAs, "Greenhouse Gas Emissions Costs" are defined as (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on EPNG, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that EPNG incurs to comply with any greenhouse gas laws, rules or regulations.

⁵ See *Wyoming Interstate Company, L.L.C.*, Docket No. RP20-111-000 (Nov. 19, 2019) (unpublished letter order); *Colorado Interstate Gas Company, L.L.C.*, Docket No. RP19-1258-000 (Jun. 12, 2019) (unpublished letter order); *Wyoming Interstate Company, L.L.C.*, Docket No. RP18-235-000 (Dec. 28, 2017) (unpublished letter order); *El Paso Natural Gas Company, L.L.C.*, Docket No. RP17-1069-000 (Oct. 27, 2017) (unpublished letter order).

The provision further requires that if Sempra falls below the aforementioned creditworthiness requirements or becomes unrated or otherwise fails to satisfy the creditworthiness requirements, then Sempra 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 two years, or the period of time remaining in the term, of the anticipated charges under the TSA, or (3) other credit arrangements which are mutually agreed to by EPNG and Sempra.

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 Sempra to change how it satisfies the creditworthiness provisions, Sempra will be required to demonstrate the new creditworthiness option within fifteen business days of the change.

The creditworthiness provisions contained in each of the Sempra TSAs supplement the creditworthiness requirements found in General Terms and Conditions ("GT&C") Section 4.16 of EPNG's Tariff and are consistent with the Commission's policy on creditworthiness.⁶ Although the language in the agreements 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 system modifications necessary for the Project Facilities.⁷ Accordingly, EPNG respectfully requests the Commission approve these non-conforming provisions.

Limitation of Liability

GT&C Section 25 of EPNG's Tariff describes the liability that EPNG and a shipper will have for an agreement. Paragraph 16 of the Sempra TSAs includes a provision that limits each party's liability to the other for any damages. Based on this provision, neither EPNG nor Sempra will be liable to the other party for special, indirect, incidental, punitive or consequential damages except to the extent such damages arise out of such party's gross negligence, willful misconduct, or bad faith actions. This non-conforming provision is included in the Sempra TSAs to reflect an appropriate, negotiated allocation of risks. This provision does not affect the service to any other

⁶ 18 C.F.R. Part 284 Policy Statement on Creditworthiness for Interstate Natural Gas Pipelines and Order Withdrawing Rulemaking Proceeding, 111 FERC ¶ 61,412 (2005).

⁷ 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.*, 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.

shipper and does not present any risk of undue discrimination and, therefore, is not a material deviation.⁸

Exhibit A Tables

Exhibit A of the Pro Forma identifies several data elements that may be listed in an agreement. Among those data elements are the shipper's transportation contract demand ("TCD") as well as the maximum quantity for the specified delivery points. The TCD element references the associated paragraph in the agreement, while the maximum quantities for the receipt/delivery point combinations are shown in a chart.

Agreement Nos. 615536-FT1EPNG and 615940-FT1EPNG have removed the reference to the TCD provision and, instead, rely on the quantities shown in a series of tables. As reflected in Exhibit A, the tables are intended to provide clarity as to the applicable entitlements in relationship to the in-service date of the Project Facilities. Additionally, since the TSAs incorporate capacity that was acquired via capacity release by Sempra, the tables factor in the possibility that the Releasing Shipper may recall the capacity and reflect the corresponding entitlements. Though the removal of the TCD reference as well as the identification of the tables is non-conforming, the purpose of such modifications is to clearly delineate the applicable capacity and associated time periods for the specific receipt/delivery point combinations shown. No additional rights have been provided to Sempra by the updated tables in Exhibit A.

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 Sempra have agreed to negotiated reservation and usage rates for each of the TSAs. As such, Exhibit B for Agreement Nos. 615536-FT1EPNG and 615940-FT1EPNG, provides for a negotiated reservation rate of \$12.6229 per Dekatherm ("Dth") per month for the term of such agreement.⁹ However, to address the possibility that a portion of the capacity in

⁸ The Commission has approved similar provisions on liability. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP14-233-000 (Dec. 20, 2013) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP13-662-000 (Mar. 27, 2013) (unpublished letter order).

⁹ This negotiated reservation rate of \$12.6229 is a combination of the Arizona maximum tariff rate, which was the bid rate awarded for the Arizona Capacity, and the negotiated rate of \$2.3026, which was the bid rate awarded for the Vail Capacity. Given that transportation service under this agreement will be provided at a blended negotiated rate that varies from the bid rate for the Arizona Capacity, EPNG is requesting a waiver of Section 284.8(b)(2) of the Commission's regulations as well as Section 9.14(a) of the GT&C of its Tariff. Though these provisions require that the rate charged to the acquiring shipper may not exceed the applicable maximum tariff rate and that the reservation charge(s) for the released capacity will be the reservation charge(s) bid by the acquiring shipper, EPNG requests waiver of these provisions consistent with its agreement with Sempra.

the TSAs is acquired capacity and such capacity may be recalled by the Releasing Shipper, a negotiated reservation rate of \$2.3026 per Dth per month is shown. In either of these circumstances, a negotiated usage rate of \$0.0000 per Dth will apply to service to the primary delivery point(s).¹⁰ Further, Agreement No. 615538-FT1EPNG reflects a negotiated reservation rate of \$12.6229 per Dth per month for the term October 1, 2026 through August 31, 2044.¹¹ Beginning on September 1, 2044 and continuing through August 31, 2054, the negotiated reservation rate is \$11.0078 per Dth per month. For both of these time periods, a negotiated usage rate of \$0.0000 per Dth will apply.

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.¹²

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 Nos. 615536-FT1EPNG, 615538-FT1EPNG, and 615940-FT1EPNG on the applicable list.¹³

Part VII, Sections 109.0 through 111.2 are updated to include copies of the Sempra TSAs.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹⁴ 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 Sempra TSAs reflecting changes from the Pro Forma;
- d) Appendix C, executed copies of the Sempra TSAs; and
- e) clean and marked versions of each tariff record in PDF format.

¹⁰ Pursuant to Section 9.14(a) as well as Section 4.18 of the GT&C, EPNG has agreed to the negotiated usage rate of \$0.0000.

¹¹ See footnote 8.

¹² See 18 C.F.R. §§ 154.201 - 154.210 (2020) (Subpart C).

¹³ These two tariff records remain pending before the Commission in Docket No. RP20-1257-000, as they were modified to reflect the listing of a new non-conforming, negotiated rate agreement with an effective date of November 1, 2020. Should that filing not be accepted by the Commission, EPNG will file to modify these tariff records submitted herewith accordingly.

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

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2020,¹⁵ 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

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

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

¹⁵ Even though the effective date for Agreement No. 615538-FT1EPNG is October 1, 2026, EPNG respectfully requests the Commission allow the tariff records representing Agreement No. 615538-FT1EPNG to become effective on November 1, 2020, consistent with the tariff records representing the other Sempra TSAs. The purpose of EPNG's request is to alleviate the administrative burden that would result from prolonging the submission of the relevant tariff records for an executed agreement with an effective date certain. However, EPNG recognizes that the Commission may direct EPNG to file the tariff records for Agreement No. 615538-FT1EPNG between 30 and 60 days prior to the October 1, 2026 effective date, consistent with the Commission's regulations.

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
Director, Regulatory

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents

Version 66.0.0

Part VII: Non-Conforming Agreements

Version 65.0.0

Section 109.0 Sempra Gas & Power Marketing #615536-FT1EPNG

Version 0.0.0

Section 109.1 Sempra Gas & Power #615536-FT1EPNG Exhibit A

Version 0.0.0

Section 109.2 Sempra Gas & Power #615536-FT1EPNG Exhibit B

Version 0.0.0

Section 110.0 Sempra Gas & Power Marketing #615538-FT1EPNG

Version 0.0.0

Section 110.1 Sempra Gas & Power #615538-FT1EPNG Exhibit A

Version 0.0.0

Section 110.2 Sempra Gas & Power #615538-FT1EPNG Exhibit B

Version 0.0.0

Section 111.0 Sempra Gas & Power Marketing #615940-FT1EPNG

Version 0.0.0

Section 111.1 Sempra Gas & Power #615940-FT1EPNG Exhibit A

Version 0.0.0

Section 111.2 Sempra Gas & Power #615940-FT1EPNG Exhibit B

Version 0.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct ~~additional facilities~~ certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. ~~Parties agree that on the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply.~~ Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project ~~additional facilities~~ in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project ~~additional facilities~~.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

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. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

4011. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
50,000	November 1, 2020 – October 3, 2028 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
50,000	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
50,000	January
46,875	February
45,435	March
1,389	April
695	May
11,063	June
11,073	July
9,140	August
695	September
1,390	October
44,922	November
50,000	December

4412. Term of Firm Transportation Service: Beginning: November 1, 2020
Ending: October 3, 2028

4213. Notices, Statements, and Bills:

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

4314. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615035-FT1EPNG, originally dated March 23, 2020.

15. Creditworthiness: Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

4417. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

_____ day of _____, 2020.

Accepted and agreed to this

_____ day of _____, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Shipper's Transportation Contract Demand: ~~See #~~

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	31,002	29,562								29,049	34,127		
KEYSTONE	302132	WILCOXD	302080	SS1		3,125	4,565	34,127	34,127	34,127	34,127	34,127	34,127	34,127	5,078			
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	1,389	695	11,063	11,073	9,140	695	1,390	15,873	15,873		
WAHA	302404	WILCOXD	302080	SS1				14,484	15,178	4,810	4,800	6,733	15,178	14,483				
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Table 2

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the In-Service Date through October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127		
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

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		
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	46,875	45,435	1,389	695	11,063	11,073	9,140	695	1,390	44,922	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	46,875	45,435	1,389	695	11,063	11,073	9,140	695	1,390	44,922	50,000		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

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		
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: November 1, 2020

<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	November 1, 2020 – October 3, 2028	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2026

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

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

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

The parties recognize that Transporter must construct ~~additional facilities~~ certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. ~~Parties agree that on the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply.~~ Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project ~~additional facilities~~ in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project ~~additional facilities~~.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

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. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

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

TCD (Dth/d)	Time Period
44,500	October 1, 2026 - October 3, 2028
94,500	October 4, 2028 – August 31, 2054

12. **Term of Firm Transportation Service:** Beginning: October 1, 2026
Ending: August 31, 2054

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

1213. Notices, Statements, and Bills:

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

1314. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 614761-FT1EPNG, originally dated January 30, 2020.

15. Creditworthiness: Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

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

16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

1417. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026
EXHIBIT A

Shipper's Transportation Contract Demand: See ¶11

Effective Dates: If the In-Service Date has not occurred prior to October 1, 2026, then from October 1, 2026 through the earlier of the In-Service Date or October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the later of October 1, 2026 or the In-Service Date through October 3, 2028.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Effective Dates: If the In-Service Date has not occurred prior to October 4, 2028, then from October 4, 2028 through the earlier of the In-Service Date or August 31, 2054.

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		
KEYSTONE	302132	IWILCOXD	302080	SS1		5,906	8,628	64,500	64,500	64,500	64,500	64,500	64,500	64,500	9,597			
KEYSTONE	302132	INORBAJA	301693	SS1	64,500	58,594	55,872								54,903	64,500		
WAHA	302404	INORBAJA	301693	SS1	30,000	30,000	30,000	2,626	1,314	20,910	20,928	17,274	1,314	2,627	30,000	30,000		
WAHA	302404	IWILCOXD	302080	SS1				27,374	28,686	9,090	9,072	12,726	28,686	27,373				
TRANSPORTATION CONTRACT DEMAND					94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500		

Effective Dates: If the In-Service Date is on or before October 4, 2028 or if the In-Service Date is after October 4, 2028, then from the later of October 4, 2028 or the In-Service Date through August 31, 2054.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500		
WAHA	302404	INORBAJA	301693	SS1	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000		
TRANSPORTATION CONTRACT DEMAND					94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: October 1, 2026

<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	October 1, 2026 – August 31, 2044	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	September 1, 2044 – August 31, 2054	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.0078 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Notes:

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

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct ~~additional facilities~~ certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. ~~Parties agree that on the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply.~~ Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project ~~additional facilities~~ in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project ~~additional facilities~~.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

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. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

4011. Transportation Contract Demand ("TCD"):

TCD (Dth/d)	Time Period
44,500	November 1, 2020 – September 30, 2026 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
44,500	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
44,500	January
41,719	February
40,437	March
1,237	April
619	May
9,847	June
9,855	July
8,134	August
619	September
1,237	October
39,981	November
44,500	December

4412. Term of Firm Transportation Service: Beginning: November 1, 2020
Ending: September 30, 2026

4213. Notices, Statements, and Bills:

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

4314. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615036-FT1EPNG, originally dated March 23, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.

16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

4417. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Shipper's Transportation Contract Demand: ~~See #~~

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or September 30, 2026.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Table 2

Effective Dates: If the In-Service Date is on or before September 30, 2026, then from the In-Service Date through September 30, 2026.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: November 1, 2020

<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	November 1, 2020 – September 30, 2026	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper.	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Appendix C

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

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. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

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

TCD (Dth/d)	Time Period
50,000	November 1, 2020 – October 3, 2028 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
50,000	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
50,000	January
46,875	February
45,435	March
1,389	April
695	May
11,063	June
11,073	July
9,140	August
695	September
1,390	October
44,922	November
50,000	December

12. **Term of Firm Transportation Service:** Beginning: November 1, 2020
Ending: October 3, 2028

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

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615035-FT1EPNG, originally dated March 23, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).


If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
 - (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
 - (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

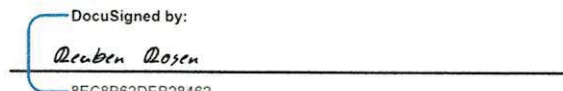
EL PASO NATURAL GAS COMPANY, L.L.C.

SEMPRA GAS & POWER MARKETING, LLC



GREGORY W. RUBEN

VICE PRESIDENT

DocuSigned by:


8EC8B62DEB28462...
Reuben Rosen

President

Accepted and agreed to this

Accepted and agreed to this

21st day of September, 2020.

18th day of September, 2020.

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or October 3, 2028.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	31,002	29,562								29,049	34,127		
KEYSTONE	302132	IWILCOXD	302080	SS1		3,125	4,565	34,127	34,127	34,127	34,127	34,127	34,127	34,127	5,078			
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	1,389	695	11,063	11,073	9,140	695	1,390	15,873	15,873		
WAHA	302404	IWILCOXD	302080	SS1				14,484	15,178	4,810	4,800	6,733	15,178	14,483				
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Table 2

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the In-Service Date through October 3, 2028.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127		
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

EXHIBIT A

To The

Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

SEMPRA GAS & POWER MARKETING, LLC

(Shipper)

Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	46,875	45,435	1,389	695	11,063	11,073	9,140	695	1,390	44,922	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	46,875	45,435	1,389	695	11,063	11,073	9,140	695	1,390	44,922	50,000		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

<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	November 1, 2020 – October 3, 2028	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2026

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.
11. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
44,500	October 1, 2026 - October 3, 2028
94,500	October 4, 2028 – August 31, 2054
12. **Term of Firm Transportation Service:**

Beginning:	October 1, 2026
Ending:	August 31, 2054

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

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

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 614761-FT1EPNG, originally dated January 30, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).


- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

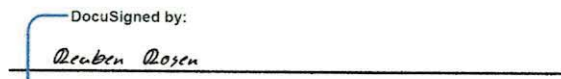
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

SEMPRA GAS & POWER MARKETING, LLC


GREGORY W. RUBEN
Vice President

DocuSigned by:

 8EC8B62DEB28462...
Reuben Rosen
President

Accepted and agreed to this

Accepted and agreed to this

21st day of September, 2020.

18th day of September, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026
EXHIBIT A

Shipper's Transportation Contract Demand: See 11

Effective Dates: If the In-Service Date has not occurred prior to October 1, 2026, then from October 1, 2026 through the earlier of the In-Service Date or October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the later of October 1, 2026 or the In-Service Date through October 3, 2028.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Effective Dates: If the In-Service Date has not occurred prior to October 4, 2028, then from October 4, 2028 through the earlier of the In-Service Date or August 31, 2054.

Primary Receipt PIN Name		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/	
		Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
KEYSTONE		302132	IWILCOXD	302080	SS1		5,906	8,628	64,500	64,500	64,500	64,500	64,500	64,500	64,500	9,597	
KEYSTONE		302132	INORBAJA	301693	SS1	64,500	58,594	55,872								54,903	64,500
WAHA		302404	INORBAJA	301693	SS1	30,000	30,000	30,000	2,626	1,314	20,910	20,928	17,274	1,314	2,627	30,000	30,000
WAHA		302404	IWILCOXD	302080	SS1				27,374	28,686	9,090	9,072	12,726	28,686	27,373		
TRANSPORTATION CONTRACT DEMAND						94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500

Effective Dates: If the In-Service Date is on or before October 4, 2028 or if the In-Service Date is after October 4, 2028, then from the later of October 4, 2028 or the In-Service Date through August 31, 2054.

Primary Receipt PIN Name		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/	
		Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
KEYSTONE		302132	INORBAJA	301693	SS1	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500
WAHA		302404	INORBAJA	301693	SS1	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
TRANSPORTATION CONTRACT DEMAND						94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

<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	October 1, 2026 – August 31, 2044	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	September 1, 2044 – August 31, 2054	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.0078 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Notes:

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

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

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

TCD (Dth/d)	Time Period
44,500	November 1, 2020 – September 30, 2026 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
44,500	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
44,500	January
41,719	February
40,437	March
1,237	April
619	May
9,847	June
9,855	July
8,134	August
619	September
1,237	October
39,981	November
44,500	December

12. **Term of Firm Transportation Service:** Beginning: November 1, 2020
Ending: September 30, 2026

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

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615036-FT1EPNG, originally dated March 23, 2020.

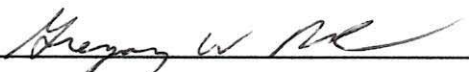
15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).
 - (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
 - (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
 - (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

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

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

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



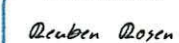
GREGORY W. RUBEN

Vice President

Accepted and agreed to this

21st day of September, 2020.

SEMPRA GAS & POWER MARKETING, LLC

DocuSigned by:


8EC8B62DEB28462...
Reuben Rosen

President

Accepted and agreed to this

18th day of September, 2020.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or September 30, 2026.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Table 2

Effective Dates: If the In-Service Date is on or before September 30, 2026, then from the In-Service Date through September 30, 2026.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

				Maximum Quantity-D-Code (Dth/d) 1/														
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

<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	November 1, 2020 – September 30, 2026	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper.	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

Clean Tariff Sections

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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
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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
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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

List of Non-Conforming Agreements (Continued)

City of Lordsburg #FX22B000
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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

List of Non-Conforming Agreements (Continued)

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
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

List of Non-Conforming Negotiated Rate Agreements (Continued)

Mexicana de Cobre, S.A. de C.V. #FT399000
MRC Permian Company FT-1 Agreement #610837-FT1EPNG
MRC Permian Company FT-1 Agreement #612815-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000
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
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-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
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615536-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

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

TCD (Dth/d)	Time Period
50,000	November 1, 2020 – October 3, 2028 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
50,000	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
50,000	January
46,875	February
45,435	March
1,389	April
695	May
11,063	June
11,073	July
9,140	August
695	September
1,390	October
44,922	November
50,000	December

12. **Term of Firm Transportation Service:** Beginning: November 1, 2020
 Ending: October 3, 2028

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

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
 488 8th Ave HQ 11N1
 San Diego, CA 92101
 Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615035-FT1EPNG, originally dated March 23, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).
- If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).
- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615536-FT1EPNG

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

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

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

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

_____ day of _____, 2020.

Accepted and agreed to this

_____ day of _____, 2020.

Agreement No. 615536-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)
 Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or October 3, 2028.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	31,002	29,562								29,049	34,127		
KEYSTONE	302132	IWILCOXD	302080	SS1		3,125	4,565	34,127	34,127	34,127	34,127	34,127	34,127	34,127	5,078			
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	1,389	695	11,063	11,073	9,140	695	1,390	15,873	15,873		
WAHA	302404	IWILCOXD	302080	SS1				14,484	15,178	4,810	4,800	6,733	15,178	14,483				
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Table 2

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the In-Service Date through October 3, 2028.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127	34,127		
WAHA	302404	INORBAJA	301693	SS1	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873	15,873		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Ex. A-1

Agreement No. 615536-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	46,875	45,435	1,389	695	11,063	11,073	9,140	695	1,390	44,922	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	46,875	45,435	1,389	695	11,063	11,073	9,140	695	1,390	44,922	50,000		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IWILCOXD	302080	INORBAJA	301693	SS1	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		
TRANSPORTATION CONTRACT DEMAND					50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000		

Ex. A-2

Agreement No. 615536-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. 615536-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: November 1, 2020

<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	November 1, 2020 – October 3, 2028	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.

Ex. B-1

Agreement No. 615536-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2026

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615538-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.
11. **Transportation Contract Demand ("TCD"):**
- | TCD
(Dth/d) | Time Period |
|----------------|-----------------------------------|
| 44,500 | October 1, 2026 - October 3, 2028 |
| 94,500 | October 4, 2028 – August 31, 2054 |
12. **Term of Firm Transportation Service:** Beginning: October 1, 2026
Ending: August 31, 2054

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

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

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 614761-FT1EPNG, originally dated January 30, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

- (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
- (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

Agreement No. 615538-FT1EPNG

- (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
17. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020.

_____ day of _____, 2020.

Agreement No. 615538-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: October 1, 2026
EXHIBIT A

Shipper's Transportation Contract Demand: See ¶11

Effective Dates: If the In-Service Date has not occurred prior to October 1, 2026, then from October 1, 2026 through the earlier of the In-Service Date or October 3, 2028.

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		
KEYSTONE	302132	WILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	WILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the later of October 1, 2026 or the In-Service Date through October 3, 2028.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Ex. A-1

Agreement No. 615538-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Effective Dates: If the In-Service Date has not occurred prior to October 4, 2028, then from October 4, 2028 through the earlier of the In-Service Date or August 31, 2054.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	WILCOXD	302080	SS1		5,906	8,628	64,500	64,500	64,500	64,500	64,500	64,500	64,500	9,597			
KEYSTONE	302132	INORBAJA	301693	SS1	64,500	58,594	55,872								54,903	64,500		
WAHA	302404	INORBAJA	301693	SS1	30,000	30,000	30,000	2,626	1,314	20,910	20,928	17,274	1,314	2,627	30,000	30,000		
WAHA	302404	WILCOXD	302080	SS1				27,374	28,686	9,090	9,072	12,726	28,686	27,373				
TRANSPORTATION CONTRACT DEMAND					94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500		

Effective Dates: If the In-Service Date is on or before October 4, 2028 or if the In-Service Date is after October 4, 2028, then from the later of October 4, 2028 or the In-Service Date through August 31, 2054.

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	INORBAJA	301693	SS1	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500	64,500		
WAHA	302404	INORBAJA	301693	SS1	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000		
TRANSPORTATION CONTRACT DEMAND					94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500	94,500		

Ex. A-2

Agreement No. 615538-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615538-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: October 1, 2026

<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	October 1, 2026 – August 31, 2044	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	September 1, 2044 – August 31, 2054	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.0078 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Ex. B-1

Agreement No. 615538-FT1EPNG

Notes:

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

ACA:

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

Ex. B-2

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615490-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

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

TCD (Dth/d)	Time Period
44,500	November 1, 2020 – September 30, 2026 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).
44,500	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).
	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).
44,500	January
41,719	February
40,437	March
1,237	April
619	May
9,847	June
9,855	July
8,134	August
619	September
1,237	October
39,981	November
44,500	December

12. **Term of Firm Transportation Service:** Beginning: November 1, 2020
 Ending: September 30, 2026

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

To Shipper:
 SEMPRA GAS & POWER MARKETING, LLC
 488 8th Ave HQ 11N1
 San Diego, CA 92101
 Attn: Leila Tanbouz

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

14. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615036-FT1EPNG, originally dated March 23, 2020.

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:
- (a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).
 - (b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.
 - (c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.
 - (d) If any change in ratings or conditions requires Shipper to change the manner in which it demonstrates its satisfaction of its creditworthiness requirements, Shipper shall make that demonstration (including if necessary the provision of any guarantee or letter of credit) within fifteen (15) Business Days of the change in ratings or conditions requiring the new demonstration of creditworthiness.
16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615490-FT1EPNG

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

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

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

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

_____ day of _____, 2020.

Accepted and agreed to this

_____ day of _____, 2020.

Agreement No. 615490-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or September 30, 2026.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Table 2

Effective Dates: If the In-Service Date is on or before September 30, 2026, then from the In-Service Date through September 30, 2026.

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		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Ex. A-1

Agreement No. 615490-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

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		
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	41,719	40,437	1,237	619	9,847	9,855	8,134	619	1,237	39,981	44,500		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

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		
IWILCOXD	302080	INORBAJA	301693	SS1	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		
TRANSPORTATION CONTRACT DEMAND					44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500	44,500		

Ex. A-2

Agreement No. 615490-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Issued on: September 30, 2020

Effective on: November 1, 2020

Agreement No. 615490-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SEMPRA GAS & POWER MARKETING, LLC
 (Shipper)

Dated: November 1, 2020

<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	November 1, 2020 – September 30, 2026	(1a)	(1c)		
As listed in Exhibit A	As listed in Exhibit A	On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper.	(1b)	(1c)		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

Ex. B-1

Issued on: September 30, 2020

Effective on: November 1, 2020

Agreement No. 615490-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

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Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-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

List of Non-Conforming Agreements (Continued)

City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
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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

List of Non-Conforming Agreements (Continued)

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

List of Non-Conforming Negotiated Rate Agreements (Continued)

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
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-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
<u>Section 109</u>	<u>Sempra Gas & Power Marketing, LLC #615536-FT1EPNG</u>
<u>Section 110</u>	<u>Sempra Gas & Power Marketing, LLC #615538-FT1EPNG</u>
<u>Section 111</u>	<u>Sempra Gas & Power Marketing, LLC #615940-FT1EPNG</u>

Agreement No. 615536-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Agreement No. 615536-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615536-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes ☒ No
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

Agreement No. 615536-FT1EPNG

11. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>50,000</u>	<u>November 1, 2020 – October 3, 2028 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).</u>
<u>50,000</u>	<u>On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).</u>
	<u>On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).</u>
<u>50,000</u>	<u>January</u>
<u>46,875</u>	<u>February</u>
<u>45,435</u>	<u>March</u>
<u>1,389</u>	<u>April</u>
<u>695</u>	<u>May</u>
<u>11,063</u>	<u>June</u>
<u>11,073</u>	<u>July</u>
<u>9,140</u>	<u>August</u>
<u>695</u>	<u>September</u>
<u>1,390</u>	<u>October</u>
<u>44,922</u>	<u>November</u>
<u>50,000</u>	<u>December</u>

12. Term of Firm Transportation Service: Beginning: November 1, 2020
 Ending: October 3, 2028

13. Notices, Statements, and Bills:

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

14. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615035-FT1EPNG, originally dated March 23, 2020.

Agreement No. 615536-FT1EPNG

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

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

16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615536-FT1EPNG

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

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

EL PASO NATURAL GAS COMPANY, L.L.C. **SEMPRA GAS & POWER MARKETING, LLC**

Accepted and agreed to this Accepted and agreed to this

day of , 2020. day of , 2020.

Agreement No. 615536-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or October 3, 2028.

<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>KEYSTONE</u>	<u>302132</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>34,127</u>	<u>31,002</u>	<u>29,562</u>								<u>29,049</u>	<u>34,127</u>		
<u>KEYSTONE</u>	<u>302132</u>	<u>IWILCOXD</u>	<u>302080</u>	<u>SS1</u>		<u>3,125</u>	<u>4,565</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>5,078</u>			
<u>WAHA</u>	<u>302404</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>1,389</u>	<u>695</u>	<u>11,063</u>	<u>11,073</u>	<u>9,140</u>	<u>695</u>	<u>1,390</u>	<u>15,873</u>	<u>15,873</u>		
<u>WAHA</u>	<u>302404</u>	<u>IWILCOXD</u>	<u>302080</u>	<u>SS1</u>				<u>14,484</u>	<u>15,178</u>	<u>4,810</u>	<u>4,800</u>	<u>6,733</u>	<u>15,178</u>	<u>14,483</u>				
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>		

Table 2

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the In-Service Date through October 3, 2028.

<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>KEYSTONE</u>	<u>302132</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>	<u>34,127</u>		
<u>WAHA</u>	<u>302404</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>	<u>15,873</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>		

Ex. A-1

Agreement No. 615536-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

					<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>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</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>IWILCOXD</u>	<u>302080</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>50.000</u>	<u>46.875</u>	<u>45.435</u>	<u>1.389</u>	<u>695</u>	<u>11.063</u>	<u>11.073</u>	<u>9.140</u>	<u>695</u>	<u>1.390</u>	<u>44.922</u>	<u>50.000</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>50.000</u>	<u>46.875</u>	<u>45.435</u>	<u>1.389</u>	<u>695</u>	<u>11.063</u>	<u>11.073</u>	<u>9.140</u>	<u>695</u>	<u>1.390</u>	<u>44.922</u>	<u>50.000</u>		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

					<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>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</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>IWILCOXD</u>	<u>302080</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>		

Ex. A-2

Agreement No. 615536-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. 615536-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2020 – October 3, 2028</u>	<u>(1a)</u>	<u>(1c)</u>		
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper</u>	<u>(1b)</u>	<u>(1c)</u>		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.

Ex. B-1

Agreement No. 615536-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2

Agreement No. 615538-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC

(Shipper)

Dated: October 1, 2026

Agreement No. 615538-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 1, 2026

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615538-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes ☒ No ☐
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.
11. **Transportation Contract Demand ("TCD"):**
- | <u>TCD</u>
<u>(Dth/d)</u> | <u>Time Period</u> |
|------------------------------|--|
| <u>44,500</u> | <u>October 1, 2026 - October 3, 2028</u> |
| <u>94,500</u> | <u>October 4, 2028 – August 31, 2054</u> |
12. **Term of Firm Transportation Service:** Beginning: October 1, 2026
Ending: August 31, 2054

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

Agreement No. 615538-FT1EPNG

13. Notices, Statements, and Bills:

To Shipper:

SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

14. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 614761-FT1EPNG, originally dated January 30, 2020.

15. Creditworthiness: Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

Agreement No. 615538-FT1EPNG

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

16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

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

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

EL PASO NATURAL GAS COMPANY, L.L.C. SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this Accepted and agreed to this

day of , 2020. day of , 2020.

Agreement No. 615538-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026
EXHIBIT A

Shipper's Transportation Contract Demand: See ¶11

Effective Dates: If the In-Service Date has not occurred prior to October 1, 2026, then from October 1, 2026 through the earlier of the In-Service Date or October 3, 2028.

					<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>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</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>KEYSTONE</u>	<u>302132</u>	<u>WILCOXD</u>	<u>302080</u>	<u>SS1</u>		<u>2,781</u>	<u>4,063</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>4,519</u>			
<u>KEYSTONE</u>	<u>302132</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>30,373</u>	<u>27,592</u>	<u>26,310</u>								<u>25,854</u>	<u>30,373</u>		
<u>WAHA</u>	<u>302404</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>1,237</u>	<u>619</u>	<u>9,847</u>	<u>9,855</u>	<u>8,134</u>	<u>619</u>	<u>1,237</u>	<u>14,127</u>	<u>14,127</u>		
<u>WAHA</u>	<u>302404</u>	<u>WILCOXD</u>	<u>302080</u>	<u>SS1</u>				<u>12,890</u>	<u>13,508</u>	<u>4,280</u>	<u>4,272</u>	<u>5,993</u>	<u>13,508</u>	<u>12,890</u>				
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>		

Effective Dates: If the In-Service Date is on or before October 3, 2028, then from the later of October 1, 2026 or the In-Service Date through October 3, 2028.

					<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>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</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>KEYSTONE</u>	<u>302132</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>	<u>30,373</u>		
<u>WAHA</u>	<u>302404</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>	<u>14,127</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>		

Ex. A-1

Agreement No. 615538-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Effective Dates: If the In-Service Date has not occurred prior to October 4, 2028, then from October 4, 2028 through the earlier of the In-Service Date or August 31, 2054.

					Maximum Quantity-D-Code (Dth/d) 1/													
<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>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>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
<u>KEYSTONE</u>	<u>302132</u>	<u>IWILCOXD</u>	<u>302080</u>	<u>SS1</u>		<u>5,906</u>	<u>8,628</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>9,597</u>			
<u>KEYSTONE</u>	<u>302132</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>64,500</u>	<u>58,594</u>	<u>55,872</u>								<u>54,903</u>	<u>64,500</u>		
<u>WAHA</u>	<u>302404</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>2,626</u>	<u>1,314</u>	<u>20,910</u>	<u>20,928</u>	<u>17,274</u>	<u>1,314</u>	<u>2,627</u>	<u>30,000</u>	<u>30,000</u>		
<u>WAHA</u>	<u>302404</u>	<u>IWILCOXD</u>	<u>302080</u>	<u>SS1</u>				<u>27,374</u>	<u>28,686</u>	<u>9,090</u>	<u>9,072</u>	<u>12,726</u>	<u>28,686</u>	<u>27,373</u>				
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>		

Effective Dates: If the In-Service Date is on or before October 4, 2028 or if the In-Service Date is after October 4, 2028, then from the later of October 4, 2028 or the In-Service Date through August 31, 2054.

<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>KEYSTONE</u>	<u>302132</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>	<u>64,500</u>		
<u>WAHA</u>	<u>302404</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>	<u>94,500</u>		

Ex. A-2

Agreement No. 615538-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. 615538-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: October 1, 2026

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>October 1, 2026 – August 31, 2044</u>	<u>(1a)</u>	<u>(1c)</u>		
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>September 1, 2044 – August 31, 2054</u>	<u>(1b)</u>	<u>(1c)</u>		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$11.0078 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

Ex. B-1

Agreement No. 615538-FT1EPNG

Notes:

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

ACA:

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

Ex. B-2

Agreement No. 615490-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SEMPRA GAS & POWER MARKETING, LLC

(Shipper)

Dated: November 1, 2020

Agreement No. 615490-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: November 1, 2020

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

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

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

The parties recognize that Transporter must construct certain modifications to Transporter's Vail Compressor Station ("Vail Compressor Modification Project") in order to provide a portion of the transportation service for Shipper under this Agreement. On the In-Service Date of the Vail Compressor Modification Project the following provisions will no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the Vail Compressor Modification Project facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the Vail Compressor Modification Project facilities.

For purposes of this Agreement, the In-Service Date of the Vail Compressor Modification Project facilities ("In-Service Date") will be the date (i) the Vail Compressor Modification Project facilities are completed and ready for service and (ii) Transporter is authorized to place the Vail Compressor Modification Project expansion capacity into service.

Agreement No. 615490-FT1EPNG

6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes ☒ No
10. **Recovery for Carbon Tax and Greenhouse Gas Costs.** Shipper agrees that, subject at all times -to FERC's approval of the particular costs, cost recovery mechanism(s) and manner of recovery in question, Transporter shall be entitled to recovery of Greenhouse Gas Emissions Costs incurred by Transporter attributable to natural gas transported for Shipper. As used herein "Greenhouse Gas Emissions Costs" means (a) the cost of any carbon emissions tax or other greenhouse gas assessment that is imposed on Transporter, and/or (b) the cost of any greenhouse gas mitigation efforts, including the costs of credits and offsets that Transporter incurs to comply with any greenhouse gas laws, rules or regulations. If (i) Transporter is unsuccessful in having the FERC-approved Greenhouse Gas Emissions Costs incurred by it recovered through a FERC-approved surcharge applicable to all shippers, and (ii) such amounts are recoverable only through Transporter's FERC-approved recourse rates, then Shipper will agree to modify the reservation rate under this Agreement by the amount of Transporter's maximum reservation rate under Rate Schedule FT-1 that is attributable to such Greenhouse Gas Emissions costs, but only to the same extent that such costs are approved by the FERC for inclusion in Transporter's recourse rates and subject to refund of that portion that is disallowed by the FERC.

Agreement No. 615490-FT1EPNG

11. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>44,500</u>	<u>November 1, 2020 – September 30, 2026 during any Day on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has not been recalled by the Releasing Shipper (as detailed in Exhibit A, Table 1 and Table 2).</u>
<u>44,500</u>	<u>On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred (as detailed in Exhibit A, Table 4).</u>
	<u>On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred (as detailed in Exhibit A, Table 3).</u>
<u>44,500</u>	<u>January</u>
<u>41,719</u>	<u>February</u>
<u>40,437</u>	<u>March</u>
<u>1,237</u>	<u>April</u>
<u>619</u>	<u>May</u>
<u>9,847</u>	<u>June</u>
<u>9,855</u>	<u>July</u>
<u>8,134</u>	<u>August</u>
<u>619</u>	<u>September</u>
<u>1,237</u>	<u>October</u>
<u>39,981</u>	<u>November</u>
<u>44,500</u>	<u>December</u>

12. Term of Firm Transportation Service: Beginning: November 1, 2020
 Ending: September 30, 2026

13. Notices, Statements, and Bills:

To Shipper:
SEMPRA GAS & POWER MARKETING, LLC
488 8th Ave HQ 11N1
San Diego, CA 92101
Attn: Leila Tanbouz

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

14. Effect on Prior Agreement(s): When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: The Firm Transportation Service Agreement No. 615036-FT1EPNG, originally dated March 23, 2020.

Agreement No. 615490-FT1EPNG

15. **Creditworthiness:** Shipper shall demonstrate, and maintain throughout the term of this Agreement, satisfaction of creditworthiness in the manner set forth below:

(a) If Shipper is rated by Standard & Poor's Corporation ("S&P") and/or Moody's Investor Service ("Moody's") (hereinafter referred to as a "Rated Shipper"), then the Rated Shipper shall be deemed creditworthy by Transporter if: (i) Shipper's senior unsecured debt securities are rated at least BBB- by S&P or Baa3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used in making such determination); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's to a level below that set forth in subpart (i) of this paragraph 15(a).

If at any time during the term of this Agreement, a Rated Shipper's S&P or Moody's rating falls below the levels described above, or a Rated Shipper becomes unrated or otherwise fails to satisfy the requirements of this paragraph 15(a), then for the time period that the Rated Shipper's ratings are below that level or a Rated Shipper is unrated or is otherwise unable to satisfy the requirements of this paragraph 15(a), Shipper shall satisfy its creditworthiness obligation by providing one of the forms of credit support described in paragraph 15(b) below. If a Rated Shipper subsequently becomes able to satisfy the S&P or Moody's rating levels described above, the Rated Shipper may immediately satisfy its creditworthiness obligations in the manner provided in this paragraph 15(a).

(b) If at the time of the execution of this Agreement, or at any time thereafter, Shipper is unable to satisfy its creditworthiness obligations in the manner set forth in paragraph 15(a) above, then Shipper shall satisfy its creditworthiness obligations by providing and maintaining, at its option: (i) an irrevocable, unconditional guarantee of its obligations under this Agreement, reasonably acceptable to Transporter, and issued by another person or entity which satisfies the creditworthiness standards set forth in paragraph 15(a); or (ii) an irrevocable letter of credit from a bank reasonably acceptable to Transporter, and equal to the lesser of two (2) Years, or the period of time remaining in the term, of the anticipated charges under this Agreement; or (iii) such other credit arrangements which are mutually agreed to by Transporter and Shipper, and which are accepted by Transporter on a nondiscriminatory basis.

(c) To the extent evidence of Shipper's creditworthiness is not publicly available, upon reasonable request by Transporter, Shipper shall promptly provide evidence to Transporter of Shipper's creditworthiness, which Transporter may share with its lenders or creditors or any nationally recognized rating agency that is then maintaining a rating of Transporter's debt securities.

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

16. **Limitation of Liability:** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Agreement No. 615490-FT1EPNG

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

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

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

SEMPRA GAS & POWER MARKETING, LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2020. _____ day of _____, 2020.

Agreement No. 615490-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Shipper's Transportation Contract Demand:

Table 1

Effective Dates: November 1, 2020 through the earlier of the In-Service Date or September 30, 2026.

<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>		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	27,592	26,310								25,854	30,373		
KEYSTONE	302132	IWILCOXD	302080	SS1		2,781	4,063	30,373	30,373	30,373	30,373	30,373	30,373	30,373	4,519			
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	1,237	619	9,847	9,855	8,134	619	1,237	14,127	14,127		
WAHA	302404	IWILCOXD	302080	SS1				12,890	13,508	4,280	4,272	5,993	13,508	12,890				
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>		

Table 2

Effective Dates: If the In-Service Date is on or before September 30, 2026, then from the In-Service Date through September 30, 2026.

<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>		
KEYSTONE	302132	INORBAJA	301693	SS1	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373	30,373		
WAHA	302404	INORBAJA	301693	SS1	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127	14,127		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>		

Ex. A-1

Agreement No. 615490-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)
Dated: November 1, 2020

Table 3

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has not occurred.

<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>IWILCOXD</u>	<u>302080</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>44,500</u>	<u>41,719</u>	<u>40,437</u>	<u>1,237</u>	<u>619</u>	<u>9,847</u>	<u>9,855</u>	<u>8,134</u>	<u>619</u>	<u>1,237</u>	<u>39,981</u>	<u>44,500</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>44,500</u>	<u>41,719</u>	<u>40,437</u>	<u>1,237</u>	<u>619</u>	<u>9,847</u>	<u>9,855</u>	<u>8,134</u>	<u>619</u>	<u>1,237</u>	<u>39,981</u>	<u>44,500</u>		

Table 4

Effective Dates: On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper and the In-Service Date has occurred.

<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>IWILCOXD</u>	<u>302080</u>	<u>INORBAJA</u>	<u>301693</u>	<u>SS1</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>		
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>	<u>44,500</u>		

Ex. A-2

Agreement No. 615490-FT1EPNG

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

SEMPRA GAS & POWER MARKETING, LLC

(Shipper)

Dated: November 1, 2020

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-3

Agreement No. 615490-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>November 1, 2020 – September 30, 2026</u>	<u>(1a)</u>	<u>(1c)</u>		
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>On any Day during the term of this Agreement on which the acquired capacity, which underlies the capacity set forth in Exhibit A, Table 1, has been recalled by the Releasing Shipper.</u>	<u>(1b)</u>	<u>(1c)</u>		

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.6229 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$2.3026 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported.

Ex. B-1

Agreement No. 615490-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SEMPRA GAS & POWER MARKETING, LLC
(Shipper)

Dated: November 1, 2020

Notes:

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated usage rate(s) of \$0.0000 per Dekatherm.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Ex. B-2