

September 9, 2021

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreement Filing;

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

Docket No. RP21-

#### 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, 2021, these tariff records update EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff") to reflect a new non-conforming, negotiated rate transportation service agreement ("TSA") executed between EPNG and Southern California Gas Company ("SoCal"). Additionally, a recent point redesignation involving this TSA is reflected on two of the attached tariff records.

#### **Background**

On September 4, 2018, EPNG submitted a filing that included a new non-conforming, negotiated rate Agreement No. 611367-FT1EPNG ("September Filing"). This TSA is subject to a negotiated monthly reservation rate of \$12.5875 per Dth per month and includes a non-conforming rate provision.<sup>1</sup> The September Filing was accepted by the Commission on October 4, 2018 ("October Order").<sup>2</sup> Additionally, EPNG and SoCal are parties to executed Agreement No. 611474-FT1EPNG, which is a conforming agreement subject to EPNG's maximum tariff rates.

Generally, the non-conforming rate provision states that the underlying negotiated reservation rate applies to a point redesignated as a primary point, with the exception of those points requiring incremental rates (e.g., points on the Willcox Lateral).

<sup>&</sup>lt;sup>2</sup> El Paso Natural Gas Co., Docket No. RP18-1137-000 (Oct. 4, 2018) (unpublished letter order).

## Reason for Filing

EPNG and SoCal entered into negotiations regarding the extension of the capacity underlying Agreement Nos. 611367-FT1EPNG and 611474-FT1EPNG as well as the consolidation of such capacity into one new TSA. As a result of the negotiations, the parties agreed to combine the capacity underlying these two TSAs into a new TSA (Agreement No. 615178-FT1EPNG) with a begin date of November 1, 2021 and an end date of October 31, 2031 ("New TSA"). The New TSA is subject to a negotiated monthly reservation rate of \$11.0078 per Dth per month for the combined transportation contract demand of 300,000 Dth per day. Additionally, the New TSA reflects a non-conforming rate provision similar in nature to that reflected in Agreement No. 611367-FT1EPNG.

In accordance with Section 154.112(b) of the Commission's regulations<sup>3</sup> and the Commission's policy statement regarding negotiated rates,<sup>4</sup> EPNG is submitting Agreement No. 615178-FT1EPNG for the Commission's review and acceptance. As described below, the New TSA contains a non-conforming provision that is not included in EPNG's Rate Schedule FT-1 Form of Service Agreement ("Pro Forma"). Accordingly, EPNG is proposing to update its Tariff to include such agreement.

#### **Description of the Agreement**

As described in more detail below, SoCal's New TSA is subject to a negotiated rate and contains a non-conforming rate provision.

#### Negotiated Rate

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, EPNG and SoCal have agreed to a negotiated reservation rate for the New TSA submitted herewith. Consequently, the New TSA contains rate language in Exhibit B, Note 1a, stating a fixed negotiated monthly reservation rate of \$11.0078 per Dth per month.

Rate Applicable to Point Redesignation

Section 8.1(f)(iii) of the GT&C provides firm shippers the right to request a temporary or permanent redesignation of primary point rights to any rate zone

<sup>&</sup>lt;sup>3</sup> 18 C.F.R. §§ 154.112(b) (2020).

<sup>&</sup>lt;sup>4</sup> 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").

subject to certain requirements. EPNG will grant such requests on a first-come/first-served basis if firm capacity is available to and at the requested point(s), the change will not harm other firm shippers, and the change is operationally feasible. Section 8.1(g) of the GT&C governs the rate application for redesignated points including to different zones (i.e., same zone, upstream zone, or downstream zone), unless the parties agree to an otherwise applicable rate.

Consistent with SoCal's previous Agreement No. 611367-FT1EPNG, the New TSA contains language in Exhibit B, Note 1a, stating that the underlying negotiated reservation rate will apply to any point (i.e., any EPNG point with the exception of those requiring incremental rates, such as points on the Willcox Lateral) that is redesignated as a primary point. Although this language is non-conforming, in Exhibit B, Note 1a the parties have agreed to apply the same negotiated rate to the specified points in the event of a point redesignation.<sup>5</sup> As such, EPNG is requesting the Commission accept this non-conforming provision as modified from similar language previously approved in the October Order.

#### November Point Redesignation

Recently, SoCal submitted a request to temporarily shift some of its capacity on Agreement No. 615178-FT1EPNG from the primary receipt points of KEYSTONE (PIN 302132) and IRAMSEYS (PIN 800908) to IRAMSEYN (PIN 48164) for the month of November 2021, as indicated on the attached tariff records.<sup>6</sup> IRAMSEYN is currently listed as a primary receipt point at which the negotiated rate specified in the TSA applies.<sup>7</sup> SoCal's request was accepted by EPNG and, therefore, Agreement No. 615178-FT1EPNG was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>8</sup> Given that SoCal's temporary redesignation request affects the New TSA submitted herewith, EPNG is proposing to update the relevant tariff records to reflect the receipt point modification and the applicable time period.<sup>9</sup>

As with Agreement No. 611367-FT1EPNG, the language in Note 1a does not change SoCal's obligation to submit redesignation requests in accordance with the requirements of Section 8.1(f)(iii) of the GT&C.

SoCal submitted a redesignation request applicable to Agreement No. 611367-FT1EPNG that was subsequently granted by EPNG. The redesignation for Agreement No. 611367-FT1EPNG was reflected in a filing recently submitted by EPNG that is pending Commission acceptance in Docket No. RP21-1096-000. That redesignation is similar in nature to the one described in this instant filing.

<sup>&</sup>lt;sup>7</sup> IRAMSEYN is included within those points identified on Exhibit B of Agreement No. 615178-FT1EPNG at which the negotiated rate applies.

See Appendix D for a copy of the redesignation report for Agreement No. 615178-FT1EPNG. This report reflects the details regarding SoCal's redesignation request and EPNG's approval of such request.

Given that this instant filing includes the submission of SoCal's New TSA as well as the recent redesignation, EPNG has included two tariff record versions of the relevant tariff

## **Description of Filing**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2020) and Subpart C of Part 154 of the Commission's regulations. 10

Part I, Section 1 – Table of Contents is updated to list the SoCal's New TSA (i.e., Agreement No. 615178-FT1EPNG) as a non-conforming, negotiated rate agreement and to remove the reference to the previous non-conforming agreement (i.e., Agreement No. 611367-FT1EPNG). Similarly, the title page for Part VII reflects the inclusion of the SoCal TSA and the removal of the prior agreement.

<u>Part VII, Sections 33.0 through 33.2</u> includes a copy of SoCal's Agreement No. 615178-FT1EPNG.<sup>11</sup> As noted in Appendix A, there are two tariff record versions for Sections 33.1 and 33.2 due to the inclusion of the New TSA provisions and in recognition of the point redesignation.

#### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations, 12 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 New TSA;
- d) Appendix C, an executed copy of the New TSA;
- e) Appendix D, a copy of the redesignation report for the New TSA;
- f) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2021, consistent with the effective date of the TSA and coincident with the effective date of the point redesignation. With respect to any tariff record the Commission

records to represent each of these transactions. Appendix A includes a list of the proposed tariff record versions for identification and acceptance by the Commission.

<sup>&</sup>lt;sup>10</sup> 18 C.F.R. §§ 154.201 – 154.210 (2020) (Subpart C).

Currently, the tariff records for Part VII, Section 33.1 and 33.2 remain pending before the Commission in Docket No. RP21-1096-000 due to a redesignation applicable to Agreement No. 611367-FT1EPNG. For purposes of this instant filing, these two proposed tariff records reflect the modifications proposed in Docket No. RP21-1096-000. Should that filing not be accepted by the Commission, EPNG will file to modify the related tariff records proposed herein.

<sup>&</sup>lt;sup>12</sup> 18 C.F.R. §§ 154.101 – 154.603 (2020).

allows to go into effect without change, EPNG hereby moves to place the tendered tariff record into effect at the end of a minimal 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 80944-1087
Telephone: (719) 667-7517
EPNGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain Assistant General Counsel El Paso Natural Gas Company, L.L.C. Post Office Box 1087 Colorado Springs, CO 80944-1087

Telephone: (719) 520-4534 David\_Cain@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.

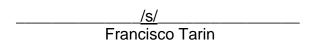
By	/s/
Francisco Tarin	
Director, Regulator	Y

Enclosures

#### Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 9<sup>th</sup> day of September 2021.



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

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

## Third Revised Volume No. 1A

Non-Conforming Agreement Tariff Records - November 1, 2021 Effective Date

## Part I: Overview

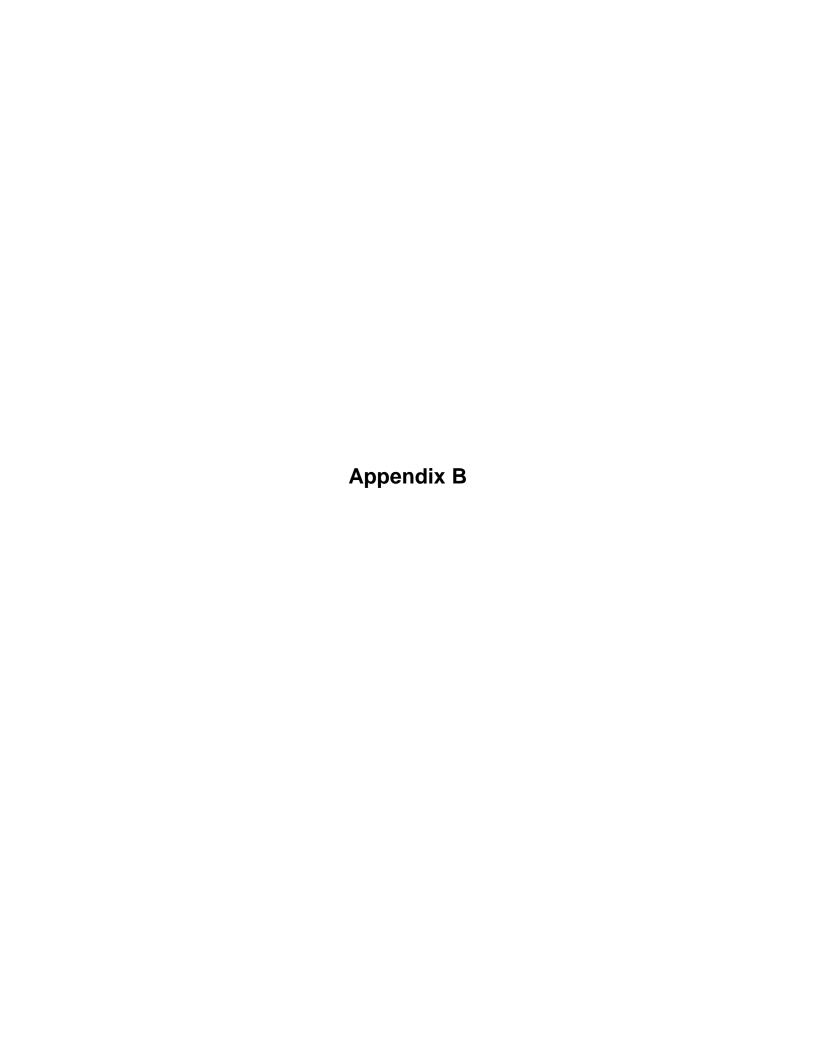
Section 1	Table of Contents	Version 74.0.0
OCCUOIL	Table of Contents	V C I SIOI I 14.0.0

Part VII: Non-C	Conforming Agreements (index)	Version 73.0.0
Section 33.0	Southern California Gas Company #615178-FT1EPNG	Version 2.0.0
Section 33.1	Southern California Gas #615178-FT1EPNG Exhibit A	Version 11.0.0
Section 33.2	Southern California Gas #615178-FT1EPNG Exhibit B	Version 11.0.0

Redesignation Tariff Records - November 1, 2021 Effective Date

## Part VII: Non-Conforming Agreements (index)

Section 33.1	Southern California Gas #615178-FT1EPNG Exhibit A	Version 12.0.0
Section 33.2	Southern California Gas #615178-FT1EPNG Exhibit B	Version 12.0.0



## Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

# SOUTHERN CALIFORNIA GAS COMPANY

(Shipper)

Dated: April 16, 2020

#### **Transportation Service Agreement**

Rate Schedule FT-1

Dated: April 16, 2020

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

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

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

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

TCD		
(Dth/d)	Time Period	
300,000	November 1, 2021 – October 31, 2031	

11. **Term of Firm Transportation Service:** Beginning: November 1, 2021 Ending: October 31, 2031

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

12. Notices, Statements, and Bills:

To Shipper:

SOUTHERN CALIFORNIA GAS COMPANY 555 WEST FIFTH STREET, GT21C4 LOS ANGELES, CA 90013-1011 Attn: Contract Administrator

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

- 13. **Effect on Prior Agreement(s):** This agreement will amend the following agreements between the Parties with the changes to be effective on November 1, 2021: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement Nos. 611367-FT1EPNG, last amended on April 3, 2020, and 611474-FT1ENG, originally dated July 10, 2018.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

#### **SOUTHERN CALIFORNIA GAS COMPANY**

(Shipper)

Dated: April 16, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

								Ma	ximum (	Quantity	-D-Code	(Dth/d) 1	1/					
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
TRANSPORTATION	N CONTR	ACT DEMAND			300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000		

#### Notes:

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

#### **EXHIBIT B**

To The

Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

#### **SOUTHERN CALIFORNIA GAS COMPANY**

(Shipper)

Dated: April 16, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	<del>9</del> 8	Reservation Rate 1/	′ Usage F	Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11		(1a)				
Primary and Alternate Receipt Point(s) / Location(s)  All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)  All EPNG Delivery Points except those requiring incremental rates, e.g., Willcox Lateral Delivery	Point Identification Number (PIN)	Effective Dates See ¶ 11	Reservation Rate 1/ (1a)	Usage Rate 1/	Fuel 2/	Surcharges 3/

#### **EXHIBIT B**

To The

Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

**SOUTHERN CALIFORNIA GAS COMPANY** 

(Shipper)

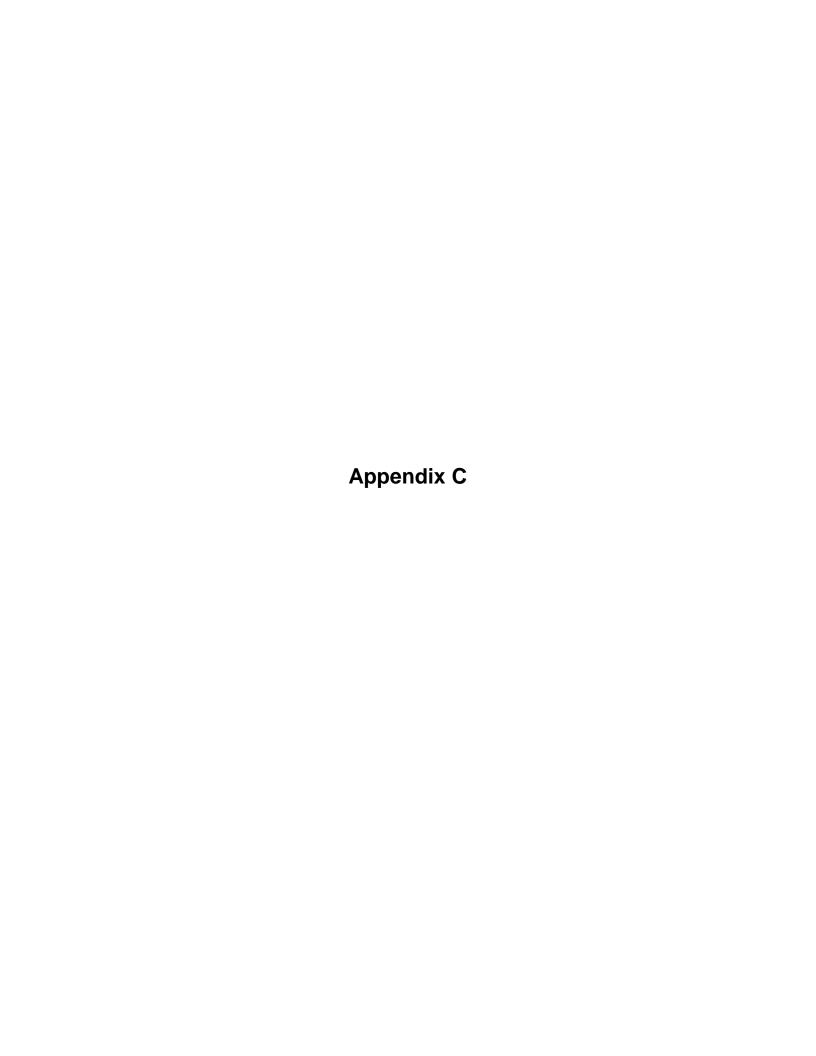
Dated: April 16, 2020

#### Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

#### ACA:

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



# Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

# SOUTHERN CALIFORNIA GAS COMPANY (Shipper)

Dated: April 16, 2020

#### **Transportation Service Agreement**

Rate Schedule FT-1

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

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

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

TCD		
(Dth/d)	Time Period	
300,000	November 1, 2021 – October 31, 2031	

11. Term of Firm Transportation Service:

Beginning:

November 1, 2021

Ending:

October 31, 2031

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

12. Notices, Statements, and Bills:

To Shipper:

SOUTHERN CALIFORNIA GAS COMPANY 555 WEST FIFTH STREET, GT21C4 LOS ANGELES, CA 90013-1011

Attn: Contract Administrator

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

- 13. Effect on Prior Agreement(s): This agreement will amend the following agreements between the Parties with the changes to be effective on November 1, 2021: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement Nos. 611367-FT1EPNG, last amended on April 3, 2020, and 611474-FT1ENG, originally dated July 10, 2018.
- 14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

EL PASO NATURAL GAS COMPANY, L.L.C.	SOUTHERN CALIFORNIA GAS COMPANY
Muny	Mus
Preudent Meyer	Chairman & CEO
Accepted and agreed to this	Accepted and agreed to this
$21$ day of $M_2$ $4$ , 2020.	

#### **EXHIBIT A**

To The

Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

#### **SOUTHERN CALIFORNIA GAS COMPANY**

(Shipper)

Dated: April 16, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

							Maximum Quantity-D-Code (Dth/d) 1/											
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
TRANSPORTATIO	N CONTR	ACT DEMAND			300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000		

#### Notes:

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

#### **EXHIBIT B**

To The

Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

#### **SOUTHERN CALIFORNIA GAS COMPANY**

(Shipper)

Dated: April 16, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Date	es	Reservation Rate 1/	′ Usage F	Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶11		(1a)				
Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g., Willcox Lateral Delivery Points		See¶11	(1a)			

#### **EXHIBIT B**

To The

Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

**SOUTHERN CALIFORNIA GAS COMPANY** 

(Shipper)

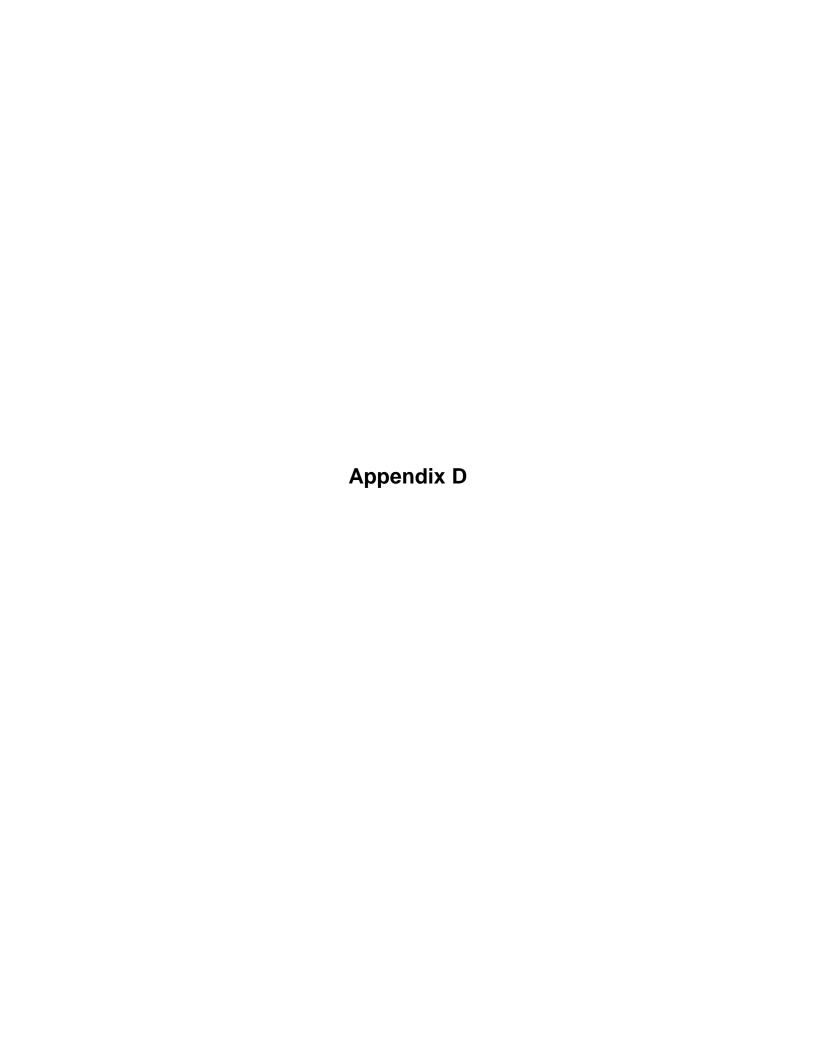
Dated: April 16, 2020

#### Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

#### ACA:

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



#### Primary Receipt and Delivery Point ReDesignation Report

Request #: 96493 Company Name: SOUTHERN CA. GAS CO.

 Contract No:
 615178-FT1EPNG
 Status:
 EXECUTED

 Acquired Capacity Agreement:
 N
 Amendment No:
 2

Effective Date: 11/01/2021 ReDesignation End Date: 11/30/2021

**Customer Comments:** 

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	80,000
Re-Designati	ion							
48164	DBMPL/EPNG (IRAMSEYN) RAMSEY NORTH	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	50,735
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	29,265
Current								
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	5,000
Re-Designati	ion							
48164	DBMPL/EPNG (IRAMSEYN) RAMSEY NORTH	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	5,000
Current								
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	11/01/2021	11/30/2021	98,000
300714	(BLANCO) BLANCO	301016	SOCETS/EPNG	NS3	27	11/01/2021	11/30/2021	72,000
	POOL		(DSCALEHR) SOCAL EHRENB					
300724	(BONDADST) BONDAD	301016	SOCETS/EPNG	CC1	27	11/01/2021	11/30/2021	2,213
300724	STATION	301010	(DSCALEHR) SOCAL EHRENB	001	21	11/01/2021	11/30/2021	2,213
000704	(DONDADGT) DONDAD	204040	000570/50N0	NOO	0.7	44/04/0004	44/00/0004	00 707
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	11/01/2021	11/30/2021	22,787
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG	AN2-NS3	27	11/01/2021	11/30/2021	20,000
	, ,		(DSCALEHR) SOCAL EHRENB					, -

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	11/01/2021	11/30/2021	98,000
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	11/01/2021	11/30/2021	72,000
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	11/01/2021	11/30/2021	2,213
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	11/01/2021	11/30/2021	22,787
48164	DBMPL/EPNG (IRAMSEYN) RAMSEY NORTH	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	50,735
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	29,265
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	AN2-NS3	27	11/01/2021	11/30/2021	20,000
48164	DBMPL/EPNG (IRAMSEYN) RAMSEY NORTH	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	11/01/2021	11/30/2021	5,000

<sup>\*</sup>Note: The Updated TSA Entitlements represent the TSA entitlements once the re-designations have been approved and executed. These may vary from the original request as provided by the tariff in the GT&C, Section 8.1 (f) (iii) (C). To view the final approved TSA entitlements, log into DART and select Contracts and Amendments.



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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

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Chemical Lime Company of Arizona #982F

City of Benson, Arizona #982B

City of Deming #982H

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City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000

City of Dumas, Texas #FX224000

City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000

City of Lordsburg #FX22B000

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

City of McLean, Texas #FX223000

City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000

City of Morton, Texas #FX226000

City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000

City of Plains, Texas #FX225000

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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 FTH-16 Agreement #H6223000-FH16EPNG

El Paso Electric Company OPAS Agreement #616642-OPASEPNG

E.M.W. Gas Association #FX22A000

E.M.W. Gas Assocation 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

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Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000

Salt River Project Agricultural Improvement and Power District OPASA #OA237000

Salt River Project Agricultural Improvement

and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000

Salt River Project Agricultural Improvement

and Power District Master PAL Agreement

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

UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG

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**

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

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## <u>List of Non-Conforming Negotiated Rate Agreements (Continued)</u>

Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG

Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG

Comision Federal de Electricidad #FT3CM000

Comisión Federal de Electricidad #FT3H4000

ConocoPhillips Company FT-1 Agreement #FT276000

ConocoPhillips Company FT-1 Agreement #FT3EA000

Devon Gas Services, L.P. FT-1 Agreement #FT3HG000

EWM P1, LLC Agreement #FT3FM000

Mexicana de Cobre, S.A. de C.V. #FT399000

MRC Permian Company FT-1 Agreement #610837-FT1EPNG

MRC Permiam Company FT-1 Agreement #612815-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG

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 #615178-FT1EPNG

Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG

Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG

Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG

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-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

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## <u>List of Non-Conforming Negotiated Rate Agreements (Continued)</u>

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

XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

Part I: Overview Section 1 - Table of Contents Version 74.0.0

# 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	El Paso Electric Company #616642-OPASEPNG
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-FH16EPNG
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 #615178-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
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Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
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 #0A237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 32	Texas Gas service Company #11322b000
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-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	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	Devon Gas Services, L.P. #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
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG

Part VII: Non-Conforming Section 33 - Southern California Gas #615178-FT1EPNG Version 2.0.0

Agreement No. 615178-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHERN CALIFORNIA GAS COMPANY (Shipper)

Dated: April 16, 2020

Part VII: Non-Conforming Section 33 - Southern California Gas #615178-FT1EPNG Version 2.0.0

Agreement No. 615178-FT1EPNG

# **Transportation Service Agreement**

Rate Schedule FT-1
Dated: April 16, 2020

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

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

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

- 6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9.	Negotiated Rate: Yes	Χ	Nο	

Part VII: Non-Conforming Section 33 - Southern California Gas #615178-FT1EPNG Version 2.0.0

Agreement No. 615178-FT1EPNG

10. Transportation Contract Demand ("TCD"):

TCD		
(Dth/d)	Time Period	
300,000	November 1, 2021 – October 31, 2031	

11. **Term of Firm Transportation Service:** Beginning: November 1, 2021

Ending: October 31, 2031

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

12. Notices, Statements, and Bills:

To Shipper:

SOUTHERN CALIFORNIA GAS COMPANY 555 WEST FIFTH STREET, GT21C4 LOS ANGELES, CA 90013-1011 Attn: Contract Administrator

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

- 13. **Effect on Prior Agreement(s):** This agreement will amend the following agreements between the Parties with the changes to be effective on November 1, 2021: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement Nos. 611367-FT1EPNG, last amended on April 3, 2020, and 611474-FT1ENG, originally dated July 10, 2018.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

EL PASO NATURAL GAS COMPANY, L.L.C.	SOUTHERN CALIFORNIA GAS COMPANY						
Accepted and agreed to this	Accepted and agreed to this						
day of, 2020.	, 2020.						

Agreement No. 615178-FT1EPNG

## **EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

# EL PASO NATURAL GAS COMPANY, L.L.C. and SOUTHERN CALIFORNIA GAS COMPANY

(Shipper)

Dated: April 16, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

Lifective Dates. See    11																		
Maximum Quantity-D-Code (Dth/d) 1/																		
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR		AN2- NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPOR	TATION	CONTRACT	DEMA	ND	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000		

## Notes:

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

Ex. A-1

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 11.0.0

Agreement No. 615178-FT1EPNG

## **EXHIBIT B**

To The Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

## **SOUTHERN CALIFORNIA GAS COMPANY**

(Shipper)

Dated: April 16, 2020

Primary Receipt Point(s)	De	mary livery int(s) Effe	ective Dates	Reservation Rate	e 1/	e Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	_	sted in nibit A	See ¶11	(1a)				
Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	e Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See¶11	(1a)			

Ex. B-1

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 11.0.0

Agreement No. 615178-FT1EPNG

### **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: April 16, 2020

### Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

#### ACA:

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

Ex. B-2

Part VII: Non-Conforming Section 33.1 - Southern California Gas #615178-FT1EPNG Exh A Version 12.0.0

Agreement No. 615178-FT1EPNG

## **EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

# EL PASO NATURAL GAS COMPANY, L.L.C. and SOUTHERN CALIFORNIA GAS COMPANY

(Shipper)

Dated: September 1, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: November 1, 2021 through November 30, 2021

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1											98,000			
BLANCO	300714	DSCALEHR	301016	NS3											72,000			
BONDADST	300724	DSCALEHR	301016	CC1											2,213			
BONDADST	300724	DSCALEHR	301016	NS3											22,787			
KEYSTONE	302132	DSCALEHR	301016	SS1											29,265			
IRAMSEYS	800908	DSCALEHR	301016	SS1														
IRAMSEYN	48164	DSCALEHR	301016	SS1											55,735			
PLAINS	302248	DSCALEHR	301016	AN2- NS3											20,000			
TRANSPOR	TATION	CONTRACT	DEMA	ND											300,000			

## Notes:

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

Ex. A-1

Agreement No. 615178-FT1EPNG

## **EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

# EL PASO NATURAL GAS COMPANY, L.L.C. and SOUTHERN CALIFORNIA GAS COMPANY

(Shipper)

Dated: September 1, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: December 1, 2021 through October 31, 2031

						Maximum Quantity-D-Code (Dth/d) 1/												
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR	301016	AN2- NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPOR	TATION	CONTRACT	DEMA	ND	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000		

#### Notes:

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

Ex. A-2

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 12.0.0

Agreement No. 615178-FT1EPNG

## **EXHIBIT B**

To The Firm Transportation Service Agreement Rate Schedule FT-1

between

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

and

## **SOUTHERN CALIFORNIA GAS COMPANY**

(Shipper)

Dated: September 1, 2021

Primary Receipt Point(s) As listed in	Dei Pol	1-7	ctive Dates	Reservation Rat	re 1/ Usag	e Rate 1/	Fuel 2/	Surcharges 3/
Exhibit A	_		per 31, 2031	(1a)				
Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points	, ,	See ¶ 11	(1a)			

Ex. B-1

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 12.0.0

Agreement No. 615178-FT1EPNG

### **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: September 1, 2021

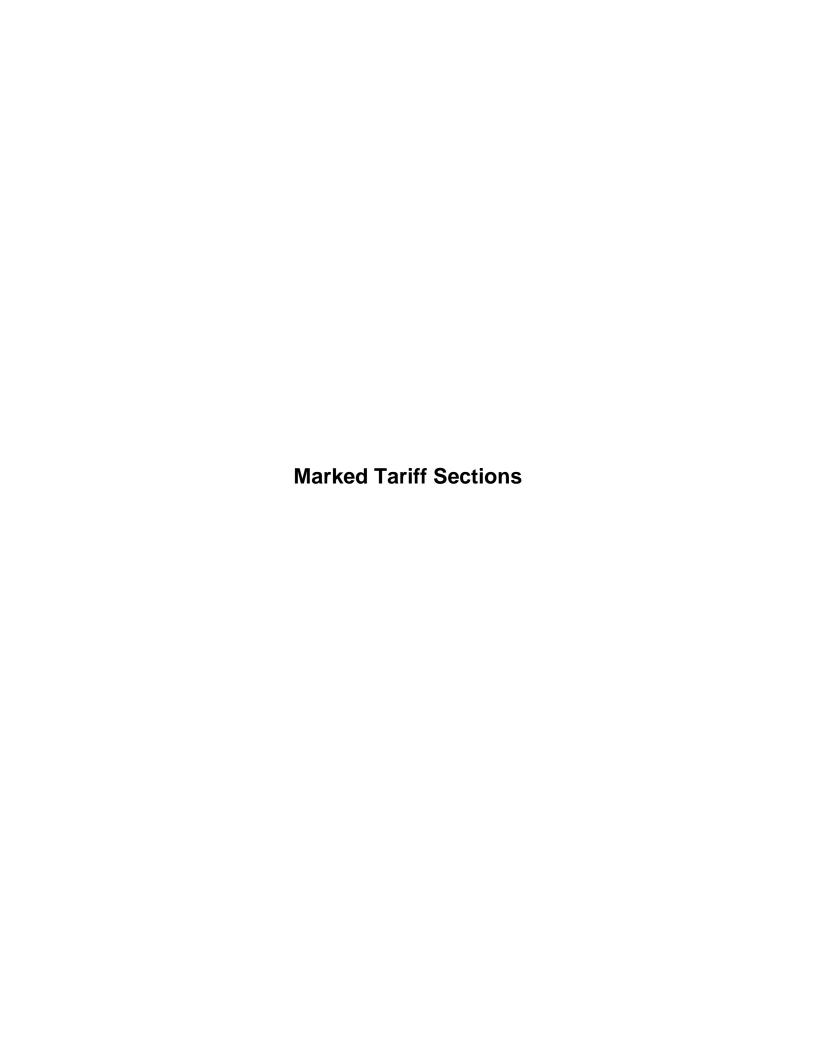
### Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

#### ACA:

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

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## **List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG

Apache Nitrogen Products, Inc. #97VV

Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000

Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000,#FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000

Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013

Arizona Public Service Company OPAS Agreement #OA239000

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

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City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000

City of Dumas, Texas #FX224000

City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000

City of Lordsburg #FX22B000

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

City of McLean, Texas #FX223000

City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000

City of Morton, Texas #FX226000

City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000

City of Plains, Texas #FX225000

City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000

City of Safford, Arizona #9824

City of Socorro, New Mexico #9828

City of Whiteface, Texas #FX222000

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 FTH-16 Agreement #H6223000-FH16EPNG

El Paso Electric Company OPAS Agreement #616642-OPASEPNG

E.M.W. Gas Association #FX22A000

E.M.W. Gas Assocation Letter Agreement dated December 29, 2014 for Agreement #FX22A000

Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000

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Graham County Utilities, Inc. #97ZP

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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

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# **List of Non-Conforming Agreements (Continued)**

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Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000

Salt River Project Agricultural Improvement and Power District OPASA #OA237000

Salt River Project Agricultural Improvement

and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000

Salt River Project Agricultural Improvement

and Power District Master PAL Agreement

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

UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG

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**

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

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# **List of Non-Conforming Negotiated Rate Agreements (Continued)**

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Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG

Comision Federal de Electricidad #FT3CM000

Comisión Federal de Electricidad #FT3H4000

ConocoPhillips Company FT-1 Agreement #FT276000

ConocoPhillips Company FT-1 Agreement #FT3EA000

Devon Gas Services, L.P. FT-1 Agreement #FT3HG000

EWM P1, LLC Agreement #FT3FM000

Mexicana de Cobre, S.A. de C.V. #FT399000

MRC Permian Company FT-1 Agreement #610837-FT1EPNG

MRC Permiam Company FT-1 Agreement #612815-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG

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 #611367615178-FT1EPNG

Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG

Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG

Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG

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-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

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# <u>List of Non-Conforming Negotiated Rate Agreements (Continued)</u>

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

XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

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# 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	El Paso Electric Company #616642-OPASEPNG
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-FH16EPNG
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 #611367615178-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-FH12EPNG
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 #0A237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 32	Texas Gas service Company #11322b000
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-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	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	Devon Gas Services, L.P. #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
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG

Part VII: Non-Conforming Section 33 - Southern California Gas #615178-FT1EPNG Version 2.0.0

Agreement No. 611367615178-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

SOUTHERN CALIFORNIA GAS COMPANY (Shipper)

Dated: June 19, 2018 April 16, 2020

Part VII: Non-Conforming Section 33 - Southern California Gas #615178-FT1EPNG Version 2.0.0

Agreement No. 611367615178-FT1EPNG

## **Transportation Service Agreement**

Rate Schedule FT-1

Dated: June 19, 2018 April 16, 2020

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

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

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

- 6. Receipt Points, Delivery Points and Flow Paths: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
- 7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
- 8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

9.	Negotiated Rate: Yes	Y	Nο	
<b>9</b> .	NEUULIALEU NALE. 165		INU	

Part VII: Non-Conforming Section 33 - Southern California Gas #615178-FT1EPNG Version 2.0.0

Agreement No. 611367615178-FT1EPNG

10. Transportation Contract Demand ("TCD"):

TCD		
(Dth/d)	Time Period	
'	November <u>1, 2021</u> - October <u>31, 2031</u> March	
<del>296,455</del> 300,000		
<del>298,208</del>	— April - October	

11. **Term of Firm Transportation Service:** Beginning: November 1, 20182021

Ending: October 31, <del>2021</del><u>2031</u>

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

12. Notices, Statements, and Bills:

To Shipper:

SOUTHERN CALIFORNIA GAS COMPANY 555 WEST FIFTH STREET, GT21C4 LOS ANGELES, CA 90013-1011

Attn: Contract Administrator

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

- 13. **Effect on Prior Agreement(s):** This agreement will amend the following agreements between the Parties with the changes to be effective on November 1, 2021: The Firm Transportation Service Agreements between Transporter and Shipper, referred to as Transporter's Agreement Nos. 611367-FT1EPNG, last amended on April 3, 2020, and 611474-FT1ENG, originally dated July 10, 2018. N/A.
- 14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

EL PASO NATURAL GAS COMPAN	/, L.L.C.	SOUTHERN CALIFORNIA GAS COMPANY					
Accepted and agreed to this		Accepted and agreed to the	his				
day of	, 20 <u>20</u> 18.	day of	, 20 <u>20</u> 18.				

Part VII: Non-Conforming Section 33.1 - Southern California Gas #615178-FT1EPNG Exh A Version 11.0.0

Agreement No. 611367615178-FT1EPNG

## **EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

# EL PASO NATURAL GAS COMPANY, L.L.C. and SOUTHERN CALIFORNIA GAS COMPANY

(Shipper)

Dated: September 1, 2021 April 16, 2020

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11September 3, 2021 October 31, 2021

						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	Мау	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	<u>57,000</u>	54,000	<u>52,000</u>	50,000	50,000	50,000 <sub>50,0</sub>	56,000 <sub>56,0</sub>	98,000	<u>79,000</u>		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	<u>87,000</u>	80,000	113,000	116,000	118,000	120,000	120,000	120,000120 ,000	114,000114 ,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	<u>2,965</u>	2,220	<u>1,528</u>	<u>1,309</u>	<u>1,366</u>	<u>2,223</u> 2,223	2,995 <mark>2,995</mark>	<u>2,213</u>	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	<u>22,264</u>	22,958	<u>22,035</u>	22,780	<u>23,472</u>	<u>23,691</u>	<u>23,634</u>	22,777 <sub>20,9</sub> 85	22,005 <mark>20,2</mark> 13	<u>22,787</u>	<u>21,953</u>		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000 <del>29,2</del> 65	80,000 <mark>29,2</mark> 65	80,000	80,000		
IRAMSEYN	301016	DSCALEHR	<del>301016</del>	<del>SS1</del>									55,735	<del>55,735</del>				
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	<u>5,000</u>	5,000	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>		
PLAINS	302248	DSCALEHR		AN2- NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPOR	TATION	CONTRACT	DEMAI	ND	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000 <del>298</del>	300,000 <mark>298</mark>	300,000	300,000		

#### Notes:

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

Part VII: Non-Conforming Section 33.1 - Southern California Gas #615178-FT1EPNG Exh A Version 11.0.0

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

Ex. A-1

Agreement No. 611367615178-FT1EPNG

## **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

# **SOUTHERN CALIFORNIA GAS COMPANY**

(Shipper)

Dated: September 1, 2021April 16, 2020

	Primary Receipt Point(s) As listed in	Primary Delivery Point(s) As listed in Exhibit A		ery t(s) Effective Dates ed in See ¶11September 3, 2021		Reservation Rate	e 1/	ge Rate 1/	Fuel 2/	Surcharges 3/	
ļ	Exhibit A					(1-1)				_	
	Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Delivery Locat	d Alternate Point(s) / ion(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/	
	All EPNG Receipt Points except those requiring additional or-incremental chargesrates, e.g., Willcox Lateral Receipt Points		Po except requiring a increr <u>ratescha</u> <u>Willcox</u>	Delivery ints those dditional or nental rges, e.g. Lateral y Points		See ¶ 11	(1a)				

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 11.0.0

Agreement No. 611367615178-FT1EPNG

## **EXHIBIT B** (CONTINUED)

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: September 1, 2021 April 16, 2020

### Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 12.587511.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1(f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 11.0.0

Ex. B-2

Part VII: Non-Conforming Section 33.1 - Southern California Gas #615178-FT1EPNG Exh A Version 12.0.0

300,000

Agreement No. 615178-FT1EPNG

#### **EXHIBIT A**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

# EL PASO NATURAL GAS COMPANY, L.L.C. and SOUTHERN CALIFORNIA GAS COMPANY

(Shipper)

Dated: April 16, 2020 September 1, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: November 1, 2021 through November 30, 2021

Maximum Quantity-D-Code (Dth/d) 1/ Delivery Delivery **Primary Primary Pressure** Pressure Receipt Rec Delivery Del Flow (p.s.i.g) (p.s.i.g) <u>Jan</u> **Feb** March **April** May <u>June</u> **July Aug** Sept <u>Oct</u> Nov Dec PIN **PIN** Path PIN PIN Not Not Name Name less greater than 2/ than 2/ 300714 DSCALEHR 301016 CC1 98,000 **BLANCO** DSCALEHR 301016 NS3 **BLANCO** 72,000 300724 DSCALEHR 301016 CC1 BONDADS1 2,213 800724 DSCALEHR 301016 NS3 22,787 BONDADS DSCALEHR 301016 SS1 KEYSTONE 302132 29,265 **IRAMSEYS** DSCALEHR 301016 SS1 <u>IRAMSEYN</u> 48164 DSCALEHR 301016 SS1 55,735 20,000 **PLAINS** DSCALEHR 301016 AN2-

## Notes:

TRANSPORTATION CONTRACT DEMAND

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

Ex. A-1

Agreement No. 615178-FT1EPNG

**EXHIBIT A** 

To The

Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

**SOUTHERN CALIFORNIA GAS COMPANY** 

(Shipper)

Dated: September 1, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11 December 1, 2021 through October 31, 2031

	Maximum Quantity-D-Code (Dth/d) 1/																	
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR	301016	AN2- NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPORTATION CONTRACT DEMAND			ND	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000			

## Notes:

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

Ex. A-24

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 12.0.0

Agreement No. 615178-FT1EPNG

## **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

**SOUTHERN CALIFORNIA GAS COMPANY** 

(Shipper)

Dated: April 16, 2020 September 1, 2021

Primary Receipt Point(s) As listed in Exhibit A	Del Pol As lis	sted in See ¶11No	otive Dates ovember 1, 2021 otober 31, 2031	Reservation Rat	e 1/ Usago	e Rate 1/	Fuel 2/	Surcharges 3/
Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

Ex. B-1

Part VII: Non-Conforming Section 33.2 - Southern California Gas #615178-FT1EPNG Exh B Version 12.0.0

Agreement No. 615178-FT1EPNG

### **EXHIBIT B**

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: April 16, 2020 September 1, 2021

### Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

#### ACA:

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

Ex. B-2