



October 1, 2020

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreement Update;  
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, 2020, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect the extension of an existing non-conforming transportation service agreement ("TSA") executed with UNS Gas, Inc. ("UNS Gas").

### **Reason for Filing**

On August 5, 2013, EPNG submitted a filing with multiple agreements between itself and UNS Gas for the Commission's review and acceptance ("August Filing"). Among those agreements was a non-conforming negotiated rate firm agreement referred to at that time as Agreement No. H222P000 (and now referred to as Agreement No. H222P000-FH12EPNG). This TSA reflected various primary and alternate points at which the negotiated rates specified in the TSA would apply. On August 23, 2013, the Commission issued an order accepting the filing with an effective date of September 1, 2013 ("August Order").<sup>1</sup>

Recently, EPNG and UNS Gas agreed to amend Agreement No. H222P000-FH12EPNG to extend such agreement for an additional fifteen years at the maximum tariff reservation and usage rates ("UNS Gas Amendment"). The parties also agreed to delete all but one of the non-conforming provisions

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<sup>1</sup> *El Paso Natural Gas Company, L.L.C.*, Docket No. RP13-1231-000 (Aug. 23, 2013) (unpublished letter order).

previously approved with the August Order.<sup>2</sup> Given these changes, EPNG is proposing to update its Tariff to reflect these amendments.

The only remaining non-conforming provision in the UNS Gas Amendment addresses Article XI of a prior settlement of EPNG's rate case in Docket No. RP95-363 (the "1996 Settlement"). In the original Agreement No. H222P000-FH12EPNG, the provision stated that Article XI of the 1996 Settlement would no longer apply to UNS Gas, to the subject TSA, or to any future agreement held by UNS Gas. With the recent amendment, EPNG and UNS Gas agreed to update this non-conforming provision slightly to describe the parties' prior agreement on this issue in the original TSA. Due the sensitive nature of this particular issue, this updated language is included simply to provide the history for this provision and serve as a reminder that it also applies to the UNS Gas Amendment.<sup>3</sup>

### **Tariff Provisions**

EPNG is submitting the following tariff records pursuant to Section 154.112(b) (2020) and Subpart C of the Commission's regulations.<sup>4</sup>

The Table of Contents found in Part I, Section 1 and the title page for Part VII: Non-Conforming update references to Agreement No. H222P000-FH12EPNG on the applicable list.<sup>5</sup>

Part VII, Sections 44.0 through 44.2 are updated to reflect the recent amendment to Agreement No. H222P000-FH12EPNG.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations, 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 UNS Gas Amendment;

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<sup>2</sup> The UNS Gas Amendment has also been updated to reflect the applicable Form of Transportation Service Agreement in EPNG's Tariff.

<sup>3</sup> EPNG has attached to this filing a marked version of Agreement No. H222P000-FH12EPNG in accordance with the Commission's regulations to indicate changes from the applicable form of service agreement in EPNG's Tariff.

<sup>4</sup> See 18 C.F.R. §§ 154.201 - 154.210 (2020) (Subpart C).

<sup>5</sup> These two tariff records remain pending before the Commission in Docket Nos. RP20-1257-000 and RP20-1263-000, as they were modified to reflect the listing of four new negotiated rate agreements with an effective date of November 1, 2020. Should those filings not be accepted by the Commission, EPNG will file to modify these tariff records submitted herewith accordingly.

- d) Appendix C, a copy of the executed UNS Gas Amendment; and
- e) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2020, which is not less than thirty days nor more than sixty days following the submission of this instant filing. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records in to 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  
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  
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, Regulatory

Enclosures

Certificate of Service

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

Dated at Colorado Springs, Colorado as of this 1<sup>st</sup> day of October 2020.

/s/

Francisco Tarin

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1      Table of Contents      Version 67.0.0

Part VII: Non-Conforming Agreements

Section 44.0	UNS Gas, Inc. #H222P000-FH12EPNG		Version 66.0.0
Section 44.1	UNS Gas, Inc. #H222P000-FH12EPNG	Exhibit A	Version 2.0.0
Section 44.2	UNS Gas, Inc. #H222P000-FH12EPNG	Exhibit B	Version 2.0.0

## **Appendix B**

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**UNS GAS, INC.**

(Shipper)

Dated: September 29, 2020

**Firm Hourly Transportation Service Agreement**  
Rate Schedule FT-H

Dated: September 29, 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:** UNS GAS, INC.
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. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  
  
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-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes \_\_\_\_\_ No  X



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

<b>TCD (Dth/d)</b>	<b>Time Period</b>
2,310	April - October

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: October 31, 2035

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

**To Shipper:**  
UNS GAS, INC.  
88 E. Broadway Blvd.  
Mail Stop HQE 302  
PO Box 711  
Tucson, AZ 85702  
Attn: Gas Transportation Services

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on November 1, 2020: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222P000-FH12EPNG, last amended on June 1, 2014.

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.

15. Upon the Effective Date of Transporter's Agreement No. H222P000-FH12EPNG dated September 1, 2013 as that term is defined in that agreement, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

**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.**

**UNS GAS, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**UNS GAS, INC.**  
 (Shipper)

Dated: September 29, 2020

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: November 1, 2020- October 31, 2035

					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
KEYSTONE	302132	DCITZNOG	300808	SS1				2,310	2,310	2,310	2,310	2,310	2,310	2,310		
<b>TRANSPORTATION CONTRACT DEMAND</b>								<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>		

EXHIBIT A CONT'D

Effective Dates: November 1, 2020 - October 31, 2035

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DCITZNOG	300808	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ				2,310	2,310	2,310	2,310	2,310	2,310	2,310			300	
DCITZNOG	300808	331559	UNSGAS/EPNG NOGALES #2 SANTA CRUZ													99	
DCITZNOG	300808	330202	UNSGAS/EPNG MAINLINE TAPS LINE 214														
DCITZNOG	300808	330201	UNSGAS/EPNG MAIN LINE TAPS SANTA CR														
DCITZNOG	300808	330040	UNSGAS/EPNG NOGALES SANTA CRUZ													99	
DCITZNOG	300808	320525	UNSGAS/EPNG RIO RICO SANTA CRUZ													100	
DCITZNOG	300808	320522	UNSGAS/EPNG AMADO SANTA CRUZ													50	
DCITZNOG	300808	320521	UNSGAS/EPNG TUBAC SANTA CRUZ														
DCITZNOG	300808	320193	UNSGAS/EPNG PATAGONIA SANTA CRUZ													40	
DCITZNOG	300808	320050	UNSGAS/EPNG TUCSON RD SALES SANTA C													99	
CONTRACT METER QUANTITY (CMQ(s))							2,310	2,310	2,310	2,310	2,310	2,310	2,310				

**EXHIBIT A CONT'D**

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.
- 3/ 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 Hourly Transportation Service Agreement  
Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**UNS GAS, INC.**  
(Shipper)

Dated: September 29, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020- October 31, 2035				

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-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter’s Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

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

## **Appendix C**

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- 15. Upon the Effective Date of Transporter's Agreement No. H222P000-FH12EPNG dated September 1, 2013 as that term is defined in that agreement, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

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

**UNS GAS, INC.**

*Will W. Brown*  
 \_\_\_\_\_  
*Will W. Brown*  
 \_\_\_\_\_  
*VICE PRESIDENT, Bus. Mgmt*  
 \_\_\_\_\_

*Michael Sheehan*  
 \_\_\_\_\_  
 Michael Sheehan  
 \_\_\_\_\_  
 Vice President, Fuels, Resource Planning & Wholesale Marketing  
 \_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

*1<sup>st</sup>* day of *OCTOBER*, 2020.

30<sup>th</sup> day of September, 2020.

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H

between  
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<b>TRANSPORTATION CONTRACT DEMAND</b>								<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>		

EXHIBIT A CONT'D

Effective Dates: November 1, 2020 - October 31, 2035

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DCITZNOG	300808	320193	UNSGAS/EPNG PATAGONIA SANTA CRUZ													40	
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**EXHIBIT A CONT'D**

Notes:

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- 2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.
- 3/ 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  
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 Rate Schedule FT-H

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

Dated: September 29, 2020

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020- October 31, 2035				

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-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

## **Clean Tariff Sections**



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Section 4.7	Capacity Reserved for Future Expansion Projects
Section 4.8	Obtaining Interruptible Service
Section 4.9	Off-System Capacity
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Section 4.13	Re-Contracting for a Higher Level of Service
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Section 4.15	Extension of Executed TSAs
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Section 4.18	Negotiated Rate Authority
Section 4.19	Statutory Regulation
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(Explanation of TSA Tariff Sections)

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Section 2	Rate Schedule FT-2
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Section 4	Rate Schedule FTH-V
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Section 9	Rate Schedule IHSW
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Section 1	North/South System Map
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#### **Part VII: Non-Conforming Agreements**

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

**Part VII: Non-Conforming Agreements (Continued)**

Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative, Inc. #FT3EH000
Section 15	Arizona Electric Power Cooperative, Inc. #FT3EJ000
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Section 18	Arizona Electric Power Cooperative, Inc. #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
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Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
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Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
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Section 49	Salt River Project #OA237000

**Part VII: Non-Conforming Agreements (Continued)**

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
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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
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Section 85	Public Service Company of New Mexico #H222X000
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Section 89	New Mexico Gas Company, Inc. #FT3FX000
Section 90	New Mexico Gas Company, Inc. #FT3FY000
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG

**Part VII: Non-Conforming Agreements (Continued)**

Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
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

**List of Non-Conforming Agreements**

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000

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

City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
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 #H6223000  
E.M.W. Gas Association #FX22A000  
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000  
Graham County Utilities, Inc. #97ZP  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000  
Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997  
MGI Supply, Ltd. IT-1 Agreement #9HJH  
MGI Supply, Ltd. IT-1 Agreement #9L5N  
Mex Gas Supply, S.L. #612654-FT1EPNG  
Mex Gas Supply, S.L. #612652-FT1EPNG  
Mex Gas Supply, S.L. #612653-FT1EPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement  
#FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement  
#FT3HH000 and #FT3HJ000



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

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000  
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000  
Salt River Project Agricultural Improvement and Power District Master PAL Agreement  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG  
Sterling Natural Gas, Inc. #982T  
Southwest Gas Corporation Letter Agreement  
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000  
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000  
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000  
Town of Mountainair #FX228000  
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000, #H222R000 and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
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**

Anadarko Energy Services Company #FT3GQ000  
Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000  
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000  
Arizona Public Service Company FT-1 Agreement #FT3HX000  
Arizona Public Service Company FTH-8 Agreement #H822E000  
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT276000  
ConocoPhillips Company FT-1 Agreement #FT3EA000

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

EWM P1, LLC Agreement #FT3FM000  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #FT3ET000  
Public Service Company of New Mexico FT-1 Agreement #FT3EU000  
Public Service Company of New Mexico FTH-12 Agreement #H222W000  
Public Service Company of New Mexico FTH-12 Agreement #H222X000  
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-  
FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG  
Southern California Gas Company FT-1 Agreement #611367-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG  
Tucson Electric Power Company FT-1 Agreement #FT3AC000  
Tucson Electric Power Company FTH-12 Agreement #H222R000  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG  
UNS Gas, Inc. FT-1 Agreement #FT3AB000  
UNS Gas, Inc. FTH-3 Agreement #H3229000  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000  
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000  
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000  
WPX Energy Marketing, LLC FT-1 Agreement #FT3HG000  
XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG  
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

- X-42 Gas Exchange Agreement between El Paso Natural Gas Company and Atlantic Richfield Company.
  
- T-18 Gas Transportation Agreement between El Paso Natural Gas Company and Pacific Interstate Transmission Company.
  
- T-23 Gas Transportation Agreement between El Paso Natural Gas Company and Minco Oil and Gas Co.
  
- T-30 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.
  
- T-31 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.
  
- T-32 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.
  
- T-33 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
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Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
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Section 101	Atmos Energy Corporation #H222Z000
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Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG

Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H

Between

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

And

**UNS Gas, Inc.**  
(Shipper)

Dated: September 29, 2020

Agreement No. H222P000-FH12EPNG

## Transportation Service Agreement

Rate Schedule FT-H

Dated: September 29, 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: UNS GAS, INC.**
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. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"

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-H 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 Agreement:** Yes \_\_\_\_\_ No  X



Agreement No. H222P000-FH12EPNG

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

<b>TCD (Dth/d)</b>	<b>Time Period</b>
2,310	April – October

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: October 31, 2035

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

**To Shipper:**

UNS Gas, Inc.  
88 E. Broadway Blvd.  
Mail Stop HQE 302  
PO Box 711  
Tucson, AZ 85702  
Attn: Gas Transportation Services

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on November 1, 2020: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222P000-FH12EPNG, last amended on June 1, 2014.

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.

15. Upon the Effective Date of Transporter's Agreement No. H222P000-FH12EPNG dated September 1, 2013 as that term is defined in that agreement, Shipper agreed thenceforth that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper, and that Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any past, present or future agreements held or which may be held at any time by Shipper, its predecessors-in-interest, assignees or successor-in-interests.

Agreement No. H222P000-FH12EPNG

**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.**

**UNS GAS, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

Agreement No. H222P000-FH12EPNG

**EXHIBIT A**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**UNS GAS, INC.** (Shipper)

Dated: September 29, 2020

Shipper's Transportation Contract Demand: See ¶ 10  
 Effective Dates: November 1, 2020 - October 31, 2035

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
KEYSTONE	302132	DCITZNOG	300808	SS1				2,310	2,310	2,310	2,310	2,310	2,310	2,310		
<b>TRANSPORTATION CONTRACT DEMAND</b>								<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>		

Ex. A-1

Agreement No. H222P000-FH12EPNG

EXHIBIT A CONT'D

Effective Dates: November 1, 2020 - October 31, 2035

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
				January	February	March	April	May	June	July	August	September	October	November	December		
DCITZNOG	300808	320050	UNSGAS/EPNG TUCSON RD SALES SANTA C													99	
DCITZNOG	300808	320193	UNSGAS/EPNG PATAGONIA SANTA CRUZ													40	
DCITZNOG	300808	320521	UNSGAS/EPNG TUBAC SANTA CRUZ														
DCITZNOG	300808	320522	UNSGAS/EPNG AMADO SANTA CRUZ													50	
DCITZNOG	300808	320525	UNSGAS/EPNG RIO RICO SANTA CRUZ													100	
DCITZNOG	300808	330040	UNSGAS/EPNG NOGALES SANTA CRUZ													99	
DCITZNOG	300808	330201	UNSGAS/EPNG MAIN LINE TAPS SANTA CR														
DCITZNOG	300808	330202	UNSGAS/EPNG MAINLINE TAPS LINE 214														
DCITZNOG	300808	331559	UNSGAS/EPNG NOGALES #2 SANTA CRUZ													99	
DCITZNOG	300808	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ				2,310	2,310	2,310	2,310	2,310	2,310	2,310			300	
<b>CONTRACT METER QUANTITY (CMQ(s))</b>							<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>				

Agreement No. H222P000-FH12EPNG

**EXHIBIT A CONT'D**

Notes:

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

Agreement No. H222P000-FH12EPNG

**EXHIBIT B**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**UNS GAS, INC.**  
 (Shipper)

Dated: September 29, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	November 1, 2020 - October 31, 2035				

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-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

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-1

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**List of Non-Conforming Agreements**

Anadarko Energy Services Company #FT3GQ000
Apache Corporation #612956-FT1EPNG
Apache Nitrogen Products, Inc. #97VV
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013
Arizona Public Service Company OPAS Agreement #OA239000
Atmos Energy Corporation FTH-12 Agreement #H2232000
Atmos Energy Corporation FTH-12 Agreement #H222Y000
Atmos Energy Corporation FTH-12 Agreement #H222Z000
Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000

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

City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
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 #H6223000  
E.M.W. Gas Association #FX22A000  
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000  
Graham County Utilities, Inc. #97ZP  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000  
Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997  
MGI Supply, Ltd. IT-1 Agreement #9HJH  
MGI Supply, Ltd. IT-1 Agreement #9L5N  
Mex Gas Supply, S.L. #612654-FT1EPNG  
Mex Gas Supply, S.L. #612652-FT1EPNG  
Mex Gas Supply, S.L. #612653-FT1EPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement  
#FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement  
#FT3HH000 and #FT3HJ000

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

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000  
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000  
Salt River Project Agricultural Improvement and Power District Master PAL Agreement  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG  
Sterling Natural Gas, Inc. #982T  
Southwest Gas Corporation Letter Agreement  
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000  
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000  
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000  
Town of Mountainair #FX228000  
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000, #H222R000 and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
**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**

Anadarko Energy Services Company #FT3GQ000  
Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000  
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000  
Arizona Public Service Company FT-1 Agreement #FT3HX000  
Arizona Public Service Company FTH-8 Agreement #H822E000  
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT276000  
ConocoPhillips Company FT-1 Agreement #FT3EA000



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

EWM P1, LLC Agreement #FT3FM000

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

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

MRC Permian Company FT-1 Agreement #610837-FT1EPNG

MRC Permian Company FT-1 Agreement #612815-FT1EPNG

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

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

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

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

Pioneer Natural Resources USA, Inc. #FT3HH000

Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG

Public Service Company of New Mexico FT-1 Agreement #FT3EQ000

Public Service Company of New Mexico FT-1 Agreement #FT3ER000

Public Service Company of New Mexico FT-1 Agreement #FT3ET000

Public Service Company of New Mexico FT-1 Agreement #FT3EU000

Public Service Company of New Mexico FTH-12 Agreement #H222W000

Public Service Company of New Mexico FTH-12 Agreement #H222X000

Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG

Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000

Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG

Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG

Southern California Gas Company FT-1 Agreement #611367-FT1EPNG

Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG

Tucson Electric Power Company FT-1 Agreement #FT3AC000

Tucson Electric Power Company FTH-12 Agreement #H222R000

Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG

Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG

UNS Gas, Inc. FT-1 Agreement #FT3AB000

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

UNS Gas, Inc. FTH-3 Agreement #H3229000

Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG

Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000

Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000

Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000

WPX Energy Marketing, LLC FT-1 Agreement #FT3HG000

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

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

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

**Third Revised Volume No. 2**

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

Rate Schedules

- X-42 Gas Exchange Agreement between El Paso Natural Gas Company and Atlantic Richfield Company.
  
- T-18 Gas Transportation Agreement between El Paso Natural Gas Company and Pacific Interstate Transmission Company.
  
- T-23 Gas Transportation Agreement between El Paso Natural Gas Company and Minco Oil and Gas Co.
  
- T-30 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.
  
- T-31 Gas Transportation Agreement between El Paso Natural Gas Company and Tenneco Oil Company.
  
- T-32 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.
  
- T-33 Gas Transportation Agreement between El Paso Natural Gas Company and Conoco Inc.

NON-CONFORMING AGREEMENTS

Section 1	Anadarko Energy Services Company #FT3GQ000
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #611367-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000- <a href="#">FH12EPNG</a>
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #FT3ET000
Section 83	Public Service Company of New Mexico #FT3EU000
Section 84	Public Service Company of New Mexico #H222W000
Section 85	Public Service Company of New Mexico #H222X000
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000
Section 88	New Mexico Gas Company, Inc. #FT3FW000
Section 89	New Mexico Gas Company, Inc. #FT3FX000
Section 90	New Mexico Gas Company, Inc. #FT3FY000
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	WPX Energy Marketing, LLC #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG

Agreement No. H222P000-FH12EPNG

Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H

~~B~~etween

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

~~A~~and

**UNS Gas, Inc.**  
(Shipper)

Dated: ~~June 1, 2014~~September 29, 2020

Agreement No. H222P000-FH12EPNG

## Transportation Service Agreement

Rate Schedule FT-H

Dated: ~~June 1, 2014~~September 29, 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:** UNS GAS, INC.
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 ~~and not defined elsewhere~~ 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. ~~**Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"  
  
\_\_\_\_\_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.
67. **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-H and Section 4.17 or Section 4.18 of the ~~General Terms and Conditions~~GT&C.
78. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

98. **Negotiated Rate Agreement:** Yes ~~X~~ No X

~~9.~~ **~~Term of Agreement:~~** Beginning: ~~September 1, 2013~~  
Ending: ~~October 31, 2020~~

~~\_\_\_\_\_ A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.14 of the General Terms and Conditions.~~

~~10.~~ **~~Effect on Prior Agreement(s):~~** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: ~~Agreement No. H222P000 originally dated September 1, 2013.~~



Agreement No. H222P000-FH12EPNG

~~44~~10. **Transportation Contract Demand ("TCD"):**

TCD (Dth/d)	Time Period
2,310	April – October

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: October 31, 2035

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

**To Shipper:**

UNS Gas, Inc.  
88 E. Broadway Blvd.  
Mail Stop HQE 302  
PO Box 711  
Tucson, AZ 85702  
Attn: Gas Transportation Services

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on November 1, 2020: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222P000-FH12EPNG, last amended on June 1, 2014.

~~13. **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.~~

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.

15. Upon the Effective date of ~~this~~ Transporter's Agreement No. H222P000-FH12EPNG dated September 1, 2013 as that term is defined in that agreement, Shipper agrees d thenceforth for now and forever, that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply to Shipper, and that— Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply now or in the future to this Agreement or to any past, present or future ~~other~~ agreements held that is or which may be held at any time by Shipper, its predecessors-in-interest, its assignees or successor-in-interests.

Agreement No. H222P000-FH12EPNG

**IN WITNESS HEREOF**, the Parties have ~~caused-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. to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.~~

**EL PASO NATURAL GAS COMPANY, L.L.C.** **UNS GAS, INC.** ~~EL PASO NATURAL GAS COMPANY, L.L.C.~~

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
Director of Marketing

Will W. Brown

Title \_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_

Accepted and agreed to this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

Date \_\_\_\_\_

Date \_\_\_\_\_

Agreement No. H222P000-[FH12EPNG](#)

**EXHIBIT A**  
 To The  
[Firm Hourly Firm](#)-Transportation Service Agreement  
[Rate Schedule FT-H](#)  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.-(Transporter)**  
 and  
**UNS GAS, INC.** (Shipper)  
 Dated: ~~June 1, 2014~~[September 29, 2020](#)

[Shipper's Transportation Contract Demand: See ¶ 10](#)

Effective Dates: ~~June~~[November 1, 2014](#)~~20~~ - October 31, 2035~~20~~

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s))PIN Name	Receipt DRN Code(s)PIN	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))PIN Name	Delivery DRN Code(s)PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
KEYSTONE	246759302132	DCITZNOG	475609300808	SS1				2,310	2,310	2,310	2,310	2,310	2,310			
<b>TRANSPORTATION CONTRACT DEMAND</b>								<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>	<b>2,310</b>			

[Shipper's Transportation Contract Demand: See Paragraph 11](#)

Ex. A-1

Issued on: October 1, 2020

Effective on: November 1, 2020

Agreement No. H222P000-[FH12EPNG](#)

**EXHIBIT A CONT'D**  
 To The  
 Hourly Firm Transportation Service Agreement  
 between  
 El Paso Natural Gas Company, L.L.C. (Transporter)  
 and UNS Gas, Inc. (Shipper)  
 Dated: June 1, 2014

Effective Dates: November 1, 2020 - October 31, 2035

Primary Delivery PIN Name Point(s) Location(s) Scheduling Code(s)	Delivery DRN Code(s) Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/	
				January	February	March	April	May	June	July	August	September	October	November	December			
DCITZNOG	<a href="#">475699300808</a>	320050	<a href="#">UNSGAS/EPNG TUCSON RD SALES SANTA Tucsén Rd Sales C</a>														99	
DCITZNOG	<a href="#">300808475699</a>	320193	<a href="#">UNSGAS/EPNG PATAGONIA SANTA CRUZ Patagonia</a>														40	
DCITZNOG	<a href="#">300808475699</a>	320521	<a href="#">UNSGAS/EPNG TUBAC SANTA CRUZ Tubac</a>															
DCITZNOG	<a href="#">300808475699</a>	320522	<a href="#">UNSGAS/EPNG AMADO SANTA CRUZ Amado</a>														50	
DCITZNOG	<a href="#">300808475699</a>	320525	<a href="#">UNSGAS/EPNG RIO RICO SANTA CRUZ Rio Rico</a>														100	
DCITZNOG	<a href="#">300808475699</a>	330040	<a href="#">UNSGAS/EPNG NOGALES SANTA CRUZ Nogales</a>														99	
DCITZNOG	<a href="#">300808475699</a>	330201	<a href="#">UNSGAS/EPNG MAIN LINE TAPS SANTA CR Main Line Taps</a>															
DCITZNOG	<a href="#">300808475699</a>	330202	<a href="#">UNSGAS/EPNG MAINLINE TAPS LINE</a>															

Formatted Table

Issued on: October 1, 2020

Effective on: November 1, 2020

			<u>214</u> Nogales Mainline Taps															
DCITZNOG	475609	34320	Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DCITZNOG	<u>300808475609</u>	331559	UNSGAS/EPNG NOGALES #2 SANTA CRUZ Nogales No-2														99	
DCITZNOG	<u>300808475609</u>	334550	UNSGAS/EPNG NOGALES #3 SANTA CRUZ Nogales No-3				2,310	2,310	2,310	2,310	2,310	2,310	2,310				300	
CONTRACT METER QUANTITY (CMQ(s))							2,310	2,310	2,310	2,310	2,310	2,310	2,310					

Ex. A-2

[Agreement No. H222P000-FH12EPNG](#)

**EXHIBIT A CONT'D**

Notes:

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

Ex. A-3  
4

Issued on: October 1, 2020

Effective on: November 1, 2020

Agreement No. H222P000-FH12EPNG

**EXHIBIT B**  
 To The  
~~Firm~~ Hourly ~~Firm~~ Transportation Service Agreement  
Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.** ~~-(Transporter)~~  
 and  
**UNS GAS, INC.**  
 (Shipper)

Dated: ~~June 1, 2014~~ September 29, 2020

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	<u>November 1, 2020</u> <del>June 1, 2014</del> - October 31, 20 <u>35</u> <del>20</del>	<del>(1b)</del>	<del>(1a)</del>		

<del>Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Receipt DRN Code(s)</del>	<del>Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))</del>	<del>Delivery DRN Code(s)</del>	<del>Effective Dates</del>	<del>Reservation Rate 1/</del>	<del>Usage Rate 1/</del>	<del>Fuel 2/</del>	<del>Surcharges 3/</del>

		DCITZGIL	169					
		DCITZHLJ	475601					
		DCITZNOG	475609					
STMLPER	216824	DCITZPHX	216797	June 1,	(1b			
STMLSJN	216822	DCITZPRC	467593	2014-	)			
STMLANA	216823	DCITZSED	467592	October	(1e	(1a)-(1e)	-	-
		DCITZSJE	216795	31, 2020	)			
		DCITZSJW	216796					
		DCITZSWE	475602					



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 FTH-12 or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of whether the gas is transported.

~~1a As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree as follows: Shipper shall pay the maximum applicable usage rate under Regulatory Commission ("FERC") establishes by a final order in Docket No. RP10-1398-000 no longer subject to rehearing and appeal ("Final Order") a maximum applicable usage rate under Rate Schedule FTH-12 to the Arizona rate zone ("Final Usage Rate"). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for this Agreement, the usage rate under this Agreement shall be a fixed negotiated usage rate equal to the Final Usage Rate and shall not be subject to the applicable maximum as set forth in Transporter's Tariff.~~

~~1b As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate subject to the applicable maximum or minimum Rate Schedule FTH-12 reservation rate for the Arizona rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$14.1438 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a non-Article 11.2 maximum applicable reservation rate for service under Rate Schedule FTH-12 for the Arizona rate zone ("Final Reservation Rate") that is lower than \$14.1438 per Dekatherm per month, then Shipper shall pay a fixed negotiated reservation rate equal to the Final Reservation Rate. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff. On the date that the Final Reservation Rate becomes the maximum effective rate for all shippers, such reservation rate shall become effective for this Agreement and for the remainder of the Term of this Agreement.~~

~~1c All Authorized Overrun Rates shall be the maximum applicable reservation and usage rates set forth in the Transporter's Tariff.~~

~~1d All out-of-zone charges shall be applied pursuant to Section 8.1 of the GT&C of Transporter's Tariff.~~

~~1e Shipper shall pay the rates specified in notes 1a and 1b on this Exhibit B for the alternate receipt and delivery points listed on this Exhibit B including meters related to such receipt and delivery points.~~

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, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

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

|

Ex. B-1