



March 31, 2021

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Letter 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 below for inclusion in its Third Revised Volume No. 1A FERC Gas Tariff ("Tariff"):

Part VII	Section 10.0	Southwest Gas Corp. Letter Agreement	Version 7.0.0
Part VII	Section 10.1	Southwest Gas Corp. Attachment A	Version 7.0.0

Proposed with an effective date of May 1, 2021, these tariff records reflect a letter agreement executed with Southwest Gas Corporation ("SWG") that provides for the continuance of temporary changes in contract delivery pressures, maximum delivery obligations ("MDO") and maximum hourly obligations ("MHO") at certain delivery meters that are listed in agreements contained in SWG's contract portfolio ("2021 Letter Agreement"). The letter agreement is proposed to remain in effect through March 31, 2022.

### **Background**

In early 2018, EPNG and SWG executed a letter agreement ("Original Letter Agreement") as a result of its request that EPNG effectuate natural gas flows through SWG's existing Lateral No. 25 city gate (EPNG Meter PIN 330249) to accommodate pipeline safety work on SWG's downstream distribution system. This request involved the temporarily increase of MDO and MHO at two EPNG delivery meters (i.e., Lateral No. 25 city gate and Glendale Airport Delivery (Meter PIN 314967)) as well as changes to the minimum contract delivery pressure at Glendale City Gate (EPNG Meter PIN 330433). This letter agreement was filed and, subsequently, accepted by the Commission in an unpublished letter order issued on March 19, 2018 in Docket No. RP18-535-000.

In March 2019, EPNG and SWG executed a letter agreement that extended the application of the Original Letter Agreement until March 31, 2020 noting the safety modifications on SWG's system were not yet completed. With that extension, EPNG and SWG also agreed to temporarily reduce delivery pressures at the North Phoenix City Gate (EPNG Meter PIN 334227).<sup>1</sup> During the following year, the SWG safety modifications remained in progress and, consequently, the parties executed a letter agreement to effectuate another extension of the previously agreed to MDO, MHO and reduced pressures ("2020 Letter Agreement"). The 2020 Letter Agreement was filed and subsequently accepted by the Commission on April 17, 2020.<sup>2</sup>

### **Reason for Filing**

Due to further delays in SWG completing its pipeline safety work, including those caused by COVID-19, SWG recently requested EPNG extend the application of the 2020 Letter Agreement. As EPNG was again amenable to this request, the parties executed the 2021 Letter Agreement on March 25, 2021. This letter agreement will remain in effect through March 31, 2022.

For ease of review, the differences between the 2021 Letter Agreement and the the 2020 Letter Agreement submitted herein are minimal and consist of: 1) an updated description of the sequence of events related to the letter agreement, 2) the superseding and canceling of the 2020 Letter Agreement, 3) new contract numbers for the applicable transportation service agreements,<sup>3</sup> and 4) minor formatting updates. Given that the 2021 Letter Agreement modifies the provisions of SWG's transportation service agreements and its operator point aggregation service agreement, EPNG is filing the agreement for the Commission's review and acceptance.

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP19-942-000 (Apr. 16, 2019) (unpublished letter order). Subsequently, EPNG filed to update the letter agreement with new contract numbers for the applicable transportation service agreements and operator point aggregation service agreement. That update was accepted by the Commission on November 25, 2019. See *El Paso Natural Gas Co.*, Docket No. RP20-114-000 (Nov. 25, 2019) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP20-727-000 (Apr. 17, 2020) (unpublished letter order).

<sup>3</sup> The new contract numbers reflected in the attached letter agreement are the result of four of SWG's firm transportation service agreements ("TSAs") being consolidated into two new TSAs. Agreement No. 616139-FH3EPNG consolidated Agreement Nos. 613803-FH3EPNG and 613822-FH3EPNG. Similarly, Agreement No. 616140-FT1EPNG consolidated Agreement Nos. 613820-FT1EPNG and 613821-FT1EPNG. The Commission recently accepted EPNG's filing of the two new TSAs on March 15, 2021 in an unpublished letter order in Docket No. RP21-538-000.

## **Tariff Records**

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.<sup>4</sup>

Part VII, Sections 10.0 and 10.1 are updated for the inclusion of the 2021 Letter Agreement between EPNG and SWG. This letter agreement supersedes the 2020 Letter Agreement.

## **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>5</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a marked copy of the 2021 Letter Agreement;
- c) Appendix B, an executed copy of the 2021 Letter Agreement; and
- d) 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 May 1, 2021, which is not less than 30 days nor more than 60 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)).

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

<sup>5</sup> See 18 C.F.R. §§ 154.101 – 154.603 (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 31<sup>st</sup> day of March, 2021.

/s/

Francisco Tarin

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

## **Appendix A**



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

March 18, 2021

Mr. John Olenick  
Director, Gas Supply  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

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

Dear John:

As you know, Southwest Gas Corporation (“Southwest Gas”) previously requested in late 2017 that El Paso Natural Gas Company, L.L.C. (“El Paso”) effectuate natural gas flows through Southwest Gas’ existing Lateral No. 25 City Gate (El Paso Meter PIN 330249) to accommodate pipeline safety work on Southwest Gas’ downstream distribution system. Southwest Gas additionally requested that El Paso temporarily increase Southwest Gas’ Maximum Delivery Obligation (“MDO”) and Maximum Hourly Obligation (“MHO”) at El Paso’s Lateral No. 25 City Gate and at El Paso’s Glendale Airport Delivery (El Paso Meter PIN 314967).

After negotiations, El Paso and Southwest Gas entered into a letter agreement dated February 23, 2018, which was filed with the Federal Energy Regulatory Commission (“FERC”) on March 1, 2018, and accepted by FERC in an unpublished letter order issued in Docket No. RP18-535-000 on March 19, 2018. Since that time, El Paso and Southwest Gas have executed two agreements to extend the time of the temporary delivery pressure reductions and MDO and MHO increases discussed in Section 1a below because of delays in the pipeline safety work.<sup>1</sup> The most recent of those two agreements is dated March 25, 2020 (“March 2020 Letter Agreement”), which remains in effect through March 31, 2021.

Recently, Southwest Gas requested to extend the March 2020 Letter Agreement because of further delays in the pipeline safety work including those caused by the wide spread of COVID-19. El Paso is again amenable to accommodate this latest request. As a result, this letter agreement (“Agreement”) sets forth the agreement between Southwest Gas and El Paso concerning this temporary operational arrangement. Southwest Gas and El Paso are referred to herein individually as a “Party” and collectively as the “Parties”.

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

**1. Temporary Pressure Reduction, MDO Increase, and MHO Increase.**

- a. Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede in its entirety the March 2020 Letter Agreement and El Paso shall implement the following delivery pressure reductions and MDO and MHO increases:

<sup>1</sup> Those two agreements were filed with, and accepted by FERC. See El Paso Natural Gas Co., Docket No. RP19-942-000 (Apr. 16, 2019) (unpublished letter order); El Paso Natural Gas Co., Docket No. RP20-727-000 (Apr. 17, 2020) (unpublished letter order). In addition, on October 29, 2019, El Paso and Southwest Gas amended and replaced the then-effective agreement dated March 21, 2019 (filed in Docket No. RP19-942-000) to include new agreements that had been executed to replace certain of the agreements listed in Section 1 of the March 21, 2019 agreement. The October 2019 agreement also was filed with, and accepted by FERC. See El Paso Natural Gas Co., Docket No. RP20-114-000 (Nov. 19, 2019) (unpublished letter order).

- i. temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (El Paso Meter PIN 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and
  - ii. temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (El Paso Meter PIN 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred eighty-five (485) psig; and
  - iii. temporarily increase Southwest Gas' MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and
  - iv. temporarily increase Southwest Gas' MDO and MHO rights at the Lateral No. 25 City Gate in accordance with the schedule set forth in Attachment A.
- b. The temporary operational changes described in Section 1a will modify the obligations of the Parties under the following agreements:

Transportation Service Agreements:

616139-FH3EPNG  
613810-FT1EPNG  
613811-FT1EPNG  
613819-FT1EPNG  
616140-FT1EPNG  
613823-FH3EPNG  
FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

613880-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, El Paso shall file this Agreement with FERC for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2022. If FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.
3. **Transportation Services.** Southwest Gas and El Paso acknowledge that nothing contained in this Agreement herein will be construed to obligate El Paso or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in El Paso's FERC Gas Tariff as approved by FERC, as amended or superseded from time-to-time ("El Paso's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of El Paso's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board or such successor entity as such standards are set forth or incorporated by reference in El Paso's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or



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

5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of El Paso and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.
8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes entirely all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
9. **Execution of Agreement in Counterparts and Electronical Transmission.** This Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or electronic transmission including but not limited to electronic mail) each of which shall be deemed an original but all of which together shall constitute one and the same. Each Party agrees that the delivery of the Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures and each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

Please execute this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return it to me.

Sincerely,

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

Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

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

**Southwest Gas Corporation**

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

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

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

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

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

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

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

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

**Attachment A**  
**MDO (in Dth per Day)**  
**Effective Date through March 31, 2022**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Glendale Airport (314967)</u>	<u>19.313</u>	<u>18.661</u>	<u>10.995</u>	<u>16.800</u>	<u>15.400</u>	<u>13.917</u>	<u>13.917</u>	<u>13.917</u>	<u>15.334</u>	<u>16.834</u>	<u>10.778</u>	<u>19.021</u>
<u>Lateral 25 City Gate (330249)</u>	<u>5.921</u>	<u>5.921</u>	<u>5.921</u>	<u>17.064</u>	<u>15.494</u>	<u>23.019</u>	<u>28.729</u>	<u>28.780</u>	<u>27.174</u>	<u>28.419</u>	<u>5.922</u>	<u>5.921</u>

**MHO (in Dth per Hour)**  
**Effective Date through March 31, 2022**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Glendale Airport (314967)</u>	<u>1.004</u>	<u>987</u>	<u>629</u>	<u>761</u>	<u>644</u>	<u>582</u>	<u>582</u>	<u>582</u>	<u>641</u>	<u>704</u>	<u>641</u>	<u>989</u>
<u>Lateral 25 City Gate (330249)</u>	<u>308</u>	<u>314</u>	<u>339</u>	<u>773</u>	<u>648</u>	<u>962</u>	<u>1.201</u>	<u>1.203</u>	<u>1.135</u>	<u>1.188</u>	<u>352</u>	<u>308</u>

## **Appendix B**



March 18, 2021

Mr. John Olenick  
Director, Gas Supply  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

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

Dear John:

As you know, Southwest Gas Corporation ("Southwest Gas") previously requested in late 2017 that El Paso Natural Gas Company, L.L.C. ("El Paso") effectuate natural gas flows through Southwest Gas' existing Lateral No. 25 City Gate (El Paso Meter PIN 330249) to accommodate pipeline safety work on Southwest Gas' downstream distribution system. Southwest Gas additionally requested that El Paso temporarily increase Southwest Gas' Maximum Delivery Obligation ("MDO") and Maximum Hourly Obligation ("MHO") at El Paso's Lateral No. 25 City Gate and at El Paso's Glendale Airport Delivery (El Paso Meter PIN 314967).

After negotiations, El Paso and Southwest Gas entered into a letter agreement dated February 23, 2018, which was filed with the Federal Energy Regulatory Commission ("FERC") on March 1, 2018, and accepted by FERC in an unpublished letter order issued in Docket No. RP18-535-000 on March 19, 2018. Since that time, El Paso and Southwest Gas have executed two agreements to extend the time of the temporary delivery pressure reductions and MDO and MHO increases discussed in Section 1a below because of delays in the pipeline safety work.<sup>1</sup> The most recent of those two agreements is dated March 25, 2020 ("March 2020 Letter Agreement"), which remains in effect through March 31, 2021.

Recently, Southwest Gas requested to extend the March 2020 Letter Agreement because of further delays in the pipeline safety work including those caused by the wide spread of COVID-19. El Paso is again amenable to accommodate this latest request. As a result, this letter agreement ("Agreement") sets forth the agreement between Southwest Gas and El Paso concerning this temporary operational arrangement. Southwest Gas and El Paso are referred to herein individually as a "Party" and collectively as the "Parties".

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

1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.**

- a. Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede in its entirety the March 2020 Letter Agreement and El Paso shall implement the following delivery pressure reductions and MDO and MHO increases:

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<sup>1</sup> Those two agreements were filed with, and accepted by FERC. See *El Paso Natural Gas Co.*, Docket No. RP19-942-000 (Apr. 16, 2019) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP20-727-000 (Apr. 17, 2020) (unpublished letter order). In addition, on October 29, 2019, El Paso and Southwest Gas amended and replaced the then-effective agreement dated March 21, 2019 (filed in Docket No. RP19-942-000) to include new agreements that had been executed to replace certain of the agreements listed in Section 1 of the March 21, 2019 agreement. The October 2019 agreement also was filed with, and accepted by FERC. See *El Paso Natural Gas Co.*, Docket No. RP20-114-000 (Nov. 19, 2019) (unpublished letter order).

- i. temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (El Paso Meter PIN 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and
  - ii. temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (El Paso Meter PIN 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred eighty-five (485) psig; and
  - iii. temporarily increase Southwest Gas' MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and
  - iv. temporarily increase Southwest Gas' MDO and MHO rights at the Lateral No. 25 City Gate in accordance with the schedule set forth in Attachment A.
- b. The temporary operational changes described in Section 1a will modify the obligations of the Parties under the following agreements:

Transportation Service Agreements:

616139-FH3EPNG  
613810-FT1EPNG  
613811-FT1EPNG  
613819-FT1EPNG  
616140-FT1EPNG  
613823-FH3EPNG  
FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

613880-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, El Paso shall file this Agreement with FERC for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2022. If FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.
3. **Transportation Services.** Southwest Gas and El Paso acknowledge that nothing contained in this Agreement herein will be construed to obligate El Paso or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in El Paso's FERC Gas Tariff as approved by FERC, as amended or superseded from time-to-time ("El Paso's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of El Paso's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board or such successor entity as such standards are set forth or incorporated by reference in El Paso's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or

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

5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of El Paso and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.
8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes entirely all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
9. **Execution of Agreement in Counterparts and Electronical Transmission.** This Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or electronic transmission including but not limited to electronic mail) each of which shall be deemed an original but all of which together shall constitute one and the same. Each Party agrees that the delivery of the Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures and each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

Please execute this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return it to me.

Sincerely,

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



Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

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

Signature: 

Name: Timothy C Dorpinghaus

Title: DIRECTOR - COMMERCIAL

Date: 3/25/21

**Southwest Gas Corporation**

Signature:   
Randy Gabe (Mar 25, 2021 10:15 PM)

Name: Randy Gabe

Title: Vice President/Gas Resources

Date: Mar 25, 2021



**Attachment A**  
**MDO (in Dth per Day)**  
**Effective Date through March 31, 2022**

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

**MHO (in Dth per Hour)**  
**Effective Date through March 31, 2022**

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

## **Clean Tariff Sections**



March 18, 2021

Mr. John Olenick  
Director, Gas Supply  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

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

Dear John:

As you know, Southwest Gas Corporation ("Southwest Gas") previously requested in late 2017 that El Paso Natural Gas Company, L.L.C. ("El Paso") effectuate natural gas flows through Southwest Gas' existing Lateral No. 25 City Gate (El Paso Meter PIN 330249) to accommodate pipeline safety work on Southwest Gas' downstream distribution system. Southwest Gas additionally requested that El Paso temporarily increase Southwest Gas' Maximum Delivery Obligation ("MDO") and Maximum Hourly Obligation ("MHO") at El Paso's Lateral No. 25 City Gate and at El Paso's Glendale Airport Delivery (El Paso Meter PIN 314967).

After negotiations, El Paso and Southwest Gas entered into a letter agreement dated February 23, 2018, which was filed with the Federal Energy Regulatory Commission ("FERC") on March 1, 2018, and accepted by FERC in an unpublished letter order issued in Docket No. RP18-535-000 on March 19, 2018. Since that time, El Paso and Southwest Gas have executed two agreements to extend the time of the temporary delivery pressure reductions and MDO and MHO increases discussed in Section 1a below because of delays in the pipeline safety work.<sup>1</sup> The most recent of those two agreements is dated March 25, 2020 ("March 2020 Letter Agreement"), which remains in effect through March 31, 2021.

Recently, Southwest Gas requested to extend the March 2020 Letter Agreement because of further delays in the pipeline safety work including those caused by the wide spread of COVID-19. El Paso is again amenable to accommodate this latest request. As a result, this letter agreement ("Agreement") sets forth the agreement between Southwest Gas and El Paso concerning this temporary operational arrangement. Southwest Gas and El Paso are referred to herein individually as a "Party" and collectively as the "Parties".

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

1. **Temporary Pressure Reduction, MDO Increase, and MHO Increase.**

- a. Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede in its entirety the March 2020 Letter Agreement and El Paso shall implement the following delivery pressure reductions and MDO and MHO increases:

---

<sup>1</sup> Those two agreements were filed with, and accepted by FERC. See *El Paso Natural Gas Co.*, Docket No. RP19-942-000 (Apr. 16, 2019) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP20-727-000 (Apr. 17, 2020) (unpublished letter order). In addition, on October 29, 2019, El Paso and Southwest Gas amended and replaced the then-effective agreement dated March 21, 2019 (filed in Docket No. RP19-942-000) to include new agreements that had been executed to replace certain of the agreements listed in Section 1 of the March 21, 2019 agreement. The October 2019 agreement also was filed with, and accepted by FERC. See *El Paso Natural Gas Co.*, Docket No. RP20-114-000 (Nov. 19, 2019) (unpublished letter order).

Letter Agreement  
March 18, 2021  
Page 2 of 5

- i. temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (El Paso Meter PIN 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and
  - ii. temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (El Paso Meter PIN 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred eighty-five (485) psig; and
  - iii. temporarily increase Southwest Gas' MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and
  - iv. temporarily increase Southwest Gas' MDO and MHO rights at the Lateral No. 25 City Gate in accordance with the schedule set forth in Attachment A.
- b. The temporary operational changes described in Section 1a will modify the obligations of the Parties under the following agreements:

Transportation Service Agreements:

616139-FH3EPNG  
613810-FT1EPNG  
613811-FT1EPNG  
613819-FT1EPNG  
616140-FT1EPNG  
613823-FH3EPNG  
FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

613880-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, El Paso shall file this Agreement with FERC for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2022. If FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.

Letter Agreement  
March 18, 2021  
Page 3 of 5

3. **Transportation Services.** Southwest Gas and El Paso acknowledge that nothing contained in this Agreement herein will be construed to obligate El Paso or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in El Paso's FERC Gas Tariff as approved by FERC, as amended or superseded from time-to-time ("El Paso's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of El Paso's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board or such successor entity as such standards are set forth or incorporated by reference in El Paso's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.
5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of El Paso and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.
8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes entirely all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
9. **Execution of Agreement in Counterparts and Electronical Transmission.** This Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or electronic transmission including but not limited to electronic mail) each of which shall be deemed an original but all of which together shall constitute one and the same. Each Party agrees that the delivery of the Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures and each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

Letter Agreement  
March 18, 2021  
Page 4 of 5

Please execute this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return it to me.

Sincerely,

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

Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

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

**Southwest Gas Corporation**

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

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

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

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

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

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

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

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

Letter Agreement  
 March 18, 2021  
 Page 5 of 5

**Attachment A**  
**MDO (in Dth per Day)**  
**Effective Date through March 31, 2022**

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

**MHO (in Dth per Hour)**  
**Effective Date through March 31, 2022**

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

## **Marked Tariff Sections**





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

March ~~25~~18, 2021~~0~~

Mr. John Olenick  
Director, Gas Supply  
Southwest Gas Corporation  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002

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

Dear John:

As you know, Southwest Gas Corporation (“Southwest Gas”) previously requested in late 2017 that El Paso Natural Gas Company, L.L.C. (“El Paso”) effectuate natural gas flows through Southwest Gas’ existing Lateral No. 25 ~~e~~City ~~g~~Gate (El Paso Meter PIN 330249) to accommodate pipeline safety work on Southwest Gas’ downstream distribution system. ~~Moreover,~~ Southwest Gas additionally requested that El Paso temporarily increase Southwest Gas’ Maximum Delivery Obligation (“MDO”) and Maximum Hourly Obligation (“MHO”) at El Paso’s Lateral No. 25 ~~e~~City ~~g~~Gate and at El Paso’s Glendale Airport Delivery (El Paso Meter PIN 314967).

After negotiations, El Paso and Southwest Gas entered into a letter agreement dated February 23, 2018 (“~~Original Letter Agreement~~”), which was filed with the Federal Energy Regulatory Commission (“FERC”) on March 1, 2018, and accepted by FERC in an unpublished letter order issued in Docket No. RP18-535-000 on March 19, 2018. Since that time, El Paso and Southwest Gas have executed two agreements to extend the time of the temporary delivery pressure reductions and MDO and MHO increases discussed in Section 1a below because of delays in the pipeline safety work.<sup>1</sup> The most recent of those two agreements is dated March 25, 2020 (“March 2020 Letter Agreement”), which remains in effect through March 31, 2021.

~~In late January 2019, Southwest Gas requested that El Paso extend the Original Letter Agreement for one year until March 31, 2020. The stated reason for the requested extension was that Southwest Gas was modifying its distribution system configuration to compensate for a pipeline segment being inaccessible due to an adjacent railroad crossing and complex shoring requirements. The system reconfiguration required significant system reinforcement and was taking more time than originally anticipated for design, material acquisition, permitting, and construction. Because El Paso was amenable to the request, the parties executed a letter agreement dated March 21, 2019. El Paso filed that letter agreement with FERC on March 28, 2019, which accepted it in an unpublished letter order issued in Docket No. RP19-942-000 on April 16, 2019.~~

~~Subsequently, El Paso and Southwest Gas amended and replaced the transportation service agreements and operator point aggregation service agreement (“OPASA”) that were modified by the March 21, 2019 letter agreement to implement changes in contract maximum delivery meter quantities (i.e., CMQs), minimum delivery~~

<sup>1</sup> Those two agreements were filed with, and accepted by FERC. See El Paso Natural Gas Co., Docket No. RP19-942-000 (Apr. 16, 2019) (unpublished letter order); El Paso Natural Gas Co., Docket No. RP20-727-000 (Apr. 17, 2020) (unpublished letter order). In addition, on October 29, 2019, El Paso and Southwest Gas amended and replaced the then-effective agreement dated March 21, 2019 (filed in Docket No. RP19-942-000) to include new agreements that had been executed to replace certain of the agreements listed in Section 1 of the March 21, 2019 agreement. The October 2019 agreement also was filed with, and accepted by FERC. See El Paso Natural Gas Co., Docket No. RP20-114-000 (Nov. 19, 2019) (unpublished letter order).

~~pressures, MDOs and MHOs. Southwest and El Paso executed a letter agreement dated October 23, 2019 (“October Letter Agreement”) to update the March 21, 2019 letter agreement to include the amended and replaced agreements in Section 1. El Paso filed the October Letter Agreement with FERC on October 29, 2019, which accepted it on November 25, 2019, in an unpublished letter order issued in Docket No. RP20-114-000.~~

Recently, Southwest Gas ~~has~~ requested to extend the ~~October-March 2020~~ Letter Agreement ~~until March 31, 2021 for the same reasons as for extending the Original Letter Agreement discussed earlier~~ because of further delays in the pipeline safety work including those caused by the wide spread of COVID-19. El Paso is again amenable to accommodate this latest request ~~at this time~~. As a result, this letter agreement (“Agreement”) sets forth the agreement between Southwest Gas and El Paso concerning this temporary operational arrangement. Southwest Gas and El Paso are referred to herein individually as a “Party” and collectively as the “Parties”.

~~March 25, 2020  
Page 2 of 5~~

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

**1. Temporary Pressure Reduction, MDO Increase, and MHO Increase.**

- a. Immediately following the Effective Date, as defined in Section 2 below, this Agreement will cancel and supersede in its entirety the ~~October-March 2020~~ Letter Agreement and El Paso shall implement the following delivery pressure reductions and MDO and MHO increases:

~~Letter Agreement  
March 18, 2021  
Page 2 of 5~~

- i. temporarily reduce delivery pressures to Southwest Gas at the Glendale City Gate (El Paso Meter PIN 330433) from its contractual minimum delivery pressure of four hundred (400) psig to three hundred eighty (380) psig; and
  - ii. temporarily reduce delivery pressures to Southwest Gas at the North Phoenix City Gate (El Paso Meter PIN 334227) from its contractual minimum delivery pressure of five hundred (500) psig to four hundred eighty-five (485) psig; and
  - iii. temporarily increase Southwest Gas’ MDO and MHO rights at the Glendale Airport Delivery in accordance with the schedule set forth in Attachment A; and
  - iv. temporarily increase Southwest Gas’ MDO and MHO rights at the Lateral No. 25 ~~e~~City ~~G~~eate in accordance with the schedule set forth in Attachment A.
- b. The temporary operational changes described in ~~this~~ Section 1a will modify the obligations of the Parties under the following agreements:

Transportation Service Agreements:

~~616139613803~~-FH3EPNG  
613810-FT1EPNG  
613811-FT1EPNG  
613819-FT1EPNG  
~~613820616140~~-FT1EPNG  
~~613821~~-FT1EPNG  
~~613822~~-FT3EPNG  
613823-FH3EPNG  
FT28M000-FTAEPNG

Operator Point Aggregation Service Agreement:

613880-OPASEPNG

2. **Effective Date, Term and Termination.** Within ten (10) calendar days following the execution of this Agreement, El Paso shall file this Agreement with FERC for its acceptance and/or approval in accordance with 18 CFR 154.1(d). This Agreement will become effective on the first day after FERC accepts and/or approves the Agreement in its entirety and without any modification or condition ("Effective Date"), and continue through March 31, 2024~~2~~. If FERC does not approve this Agreement in its entirety and without any modification or condition, for any reason whatsoever, then this Agreement will immediately terminate and be deemed void ab initio. The provisions of Sections 2, 4, 5, 6, and 7 will survive the termination of this Agreement. Southwest Gas will remain responsible for all charges incurred by it while this Agreement was in effect.

Letter Agreement  
March ~~25~~18, 2020~~1~~  
Page 3 of 5

3. **Transportation Services.** Southwest Gas and El Paso acknowledge that nothing contained in this Agreement herein will be construed to obligate El Paso or its affiliates to provide transportation services to Southwest Gas, at any time except pursuant to any service agreement as may be executed between the Parties as provided in El Paso's FERC Gas Tariff as approved by FERC, as amended or superseded from time-to-time ("El Paso's Tariff"). The Parties acknowledge that all deliveries of gas are governed by the terms and conditions of El Paso's Tariff and its operational procedures thereto, including those nominations and scheduling standards established by the North American Energy Standards Board or such successor entity as such standards are set forth or incorporated by reference in El Paso's Tariff.
4. **Indemnification & Release.** Except as otherwise provided herein, each Party (the "Indemnitor") shall release, protect, defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, employees and agents (the "Indemnitee") from and against each and every suit, claim, demand, or cause of action, and all costs, damages, losses, expenses or liabilities reasonably and necessarily incurred by the Indemnitee in connection therewith, to the extent such suits, claims, demands, or causes of action arise out of the Indemnitor's acts or omissions associated with the performance of the Indemnitor's obligations under this Agreement; provided, however, that the Indemnitor shall not be obligated to indemnify the Indemnitee to the extent that such costs, damages, losses, expenses or liabilities are caused in whole or in part by the negligence or willful misconduct of the Indemnitee.
5. **Limitation of Liability.** IN THE ABSENCE OF GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.
6. **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of El Paso and Southwest Gas and no other person or party who is not a signatory hereto will have the benefit of, or any right to seek enforcement or recovery under, this Agreement.
7. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF SUCH STATE.
8. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties with respect of the transaction contemplated hereby and supersedes entirely all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention with respect to the subject matter of this Agreement has been made by any Party which is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
9. **Execution of Agreement in Counterparts and Electronic Transmission.** This Agreement may be executed in one or more counterparts (delivery of which may be made by facsimile or electronic transmission including but not limited to electronic mail) each of which shall be deemed an original but all of which together shall constitute one and the same. Each Party agrees that the delivery of the Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures and each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

Letter Agreement  
March ~~1825~~, 2021~~0~~  
Page 4 of 5

Please execute this Agreement in the space designated below to indicate your acceptance with the terms of this Agreement, and return it to me.

Sincerely,

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

Damon McEnaney  
Account Director

ACCEPTED AND AGREED TO

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

**Southwest Gas Corporation**

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

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

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

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

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

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

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

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

Letter Agreement  
 March ~~1825~~, 2021<sub>19</sub>  
 Page 5 of 5

**Attachment A**  
**MDO (in Dth per Day)**  
**Effective Date through March 31, 202~~21~~**

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

**MHO (in Dth per Hour)**  
**Effective Date through March 31, 202~~21~~**

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