



February 28, 2022

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Amendments Filing;  
El Paso Natural Gas Company, L.L.C.;  
Docket No. RP22-

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 April 1, 2022, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect amendments to two existing non-conforming transportation service agreements ("TSAs") executed with Tucson Electric Power Company ("TEP") (referred to herein as "Amendments").

### **Reason for Filing**

On March 1, 2017, EPNG submitted a filing in Docket No. RP17-482-000 to reflect amendments to two non-conforming firm TSAs executed by TEP and EPNG ("March Filing"). Those amendments included extensions of the term of service for each agreement (i.e., Agreement Nos. FT3AC000-FT1EPNG and H222R000-FH12EPNG) and left all other non-conforming provisions as well as the underlying negotiated rates previously accepted by the Commission intact. The Commission issued an order accepting the March Filing on March 28, 2017.<sup>1</sup>

Recently, EPNG and TEP agreed to amend Agreement Nos. FT3AC000-FT1EPNG and H222R000-FH12EPNG to extend the term of firm service for each agreement by ten years at a new negotiated reservation rate. Additionally, the parties agreed to remove all previously accepted non-conforming provisions. The parties also agreed to include one new potentially non-conforming provision, as further described below. The Amendments will commence on April 1, 2022 and extend through March 31, 2032. Given the considerable changes to the

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP17-482-000 (Mar. 28, 2017) (unpublished letter order).

agreements as well as the inclusion of the new negotiated reservation rates, EPNG is proposing to update the tariff records to reflect the Amendments.

### **Description of Amendments**

The Amendments submitted herein are subject to negotiated rates and contain one potentially non-conforming provision that deviates from the Form of Service Agreement for Rate Schedule FT-1 (“FT-1 Pro Forma”) or Rate Schedule FT-H (“FT-H Pro Forma”) as contained in EPNG’s Tariff. Therefore, pursuant to Section 154.112(b) of the Commission’s regulations and the Commission’s policy statement regarding negotiated rates,<sup>2</sup> EPNG is submitting the TEP Amendments for the Commission’s review and acceptance.

### *Effect on Prior Agreements*

Paragraph 13 of the FT-1 Pro Forma and the FT-H Pro Forma provide a fill-in-the-blank provision to address the effect of the current agreement in relationship to a prior agreement. Paragraph 13 of the Amendments notes the previous amendments submitted with the March Filing and states that the current Amendments will become effective on April 1, 2022.

Prior to the March Filing, the parties negotiated a contract package which included the original Agreement Nos. FT3AC000 and H222R000 as well as a letter agreement. Among other things, the letter agreement stated that the parties agreed that Article XI of the 1996 Settlement would not apply then or in the future to TEP (its assignees or successors-in-interests) or to any agreement that it held or that it may hold at any time.<sup>3</sup> Given the continuing application of that provision from the letter agreement, the parties agreed to include a sentence in the Amendments to refer to the letter agreement dated August 1, 2013 and filed with the Commission in Docket No. RP13-1230-000. This potentially non-conforming provision merely ensures that the agreement between the parties regarding the non-applicability of Article XI of the 1996 Settlement remains clear and does not give TEP any undue preference.

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<sup>2</sup> *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) (“Policy Statement”).

<sup>3</sup> The 1996 Settlement filed in Docket No. RP95-363-000, *inter alia*, established rate certainty for a ten-year period and a risk and revenue sharing mechanism for unsubscribed capacity resulting from contract terminations. Further, Article XI of the 1996 Settlement included provisions applicable to firm shippers with TSAs that were in effect on December 31, 1995 and that remained in effect, in their present form or as amended, in the post-1996 Settlement period (*i.e.*, after December 31, 2005).

### *Negotiated Reservation Rate*

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, EPNG and TEP have agreed to negotiated reservation rates for the Amendments submitted herewith. Specifically, Agreement No. FT3AC000-FT1EPNG contains rate language in Exhibit B, Note 1a, stating a fixed negotiated monthly reservation rate of \$7.8342 per Dth per month. Agreement No. H222R000-FH12EPNG includes a fixed negotiated monthly reservation rate of \$9.1414 per Dth per month.

### **Description of Filing**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2021) and Subpart C of Part 154 of the Commission's regulations.<sup>4</sup>

Part I, Section 1 – Table of Contents updates the list of non-conforming negotiated rate agreements with the agreement numbers for the TEP Amendments.

Part VII, Sections 39.0 – 39.2 and 41.0 – 41.2 are modified to reflect the Amendments. Similar to the Table of Contents, updated agreement numbers for the TEP Amendments are reflected on the index page for Part VII.

### **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 list of the proposed tariff records;
- c) Appendix B, a marked version of the Amendments;
- d) Appendix C, copies of the executed Amendments; and
- e) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on April 1, 2022, which is not less than thirty days nor more than sixty days following the date of this filing. With respect to any tariff record 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, if any, established by the Commission.

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<sup>4</sup> 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

<sup>5</sup> 18 C.F.R. §§ 154.101 – 154.603 (2021).

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin  
Director, Regulatory Affairs  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (719) 667-7517  
EPNGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (719) 520-4534  
David\_Cain@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2021)).

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 28<sup>th</sup> day of February 2022.

/s/

Francisco Tarin

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

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents

Version 76.0.0

Part VII: Non-Conforming Agreements (index)

Version 75.0.0

Section 39.0	Tucson Electric Power Company #FT3AC000-FT1EPNG	Version 2.0.0
Section 39.1	Tucson Electric Power #FT3AC000-FT1EPNG Exhibit A	Version 2.0.0
Section 39.2	Tucson Electric Power #FT3AC000-FT1EPNG Exhibit B	Version 2.0.0
Section 41.0	Tucson Electric Power Company #H222R000-FH12EPNG	Version 2.0.0
Section 41.1	Tucson Electric Power #H222R000-FH12EPNG Exhibit A	Version 2.0.0
Section 41.2	Tucson Electric Power #H222R000-FH12EPNG Exhibit B	Version 2.0.0

## **Appendix B**

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: January 10, 2022



**Transportation Service Agreement**  
Rate Schedule FT-1

Dated: January 10, 2022

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes   X   No

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

TCD (Dth/d)	Time Period
6,000	November - March
9,000	April and October
15,000	May - September

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

**To Shipper:**

Tucson Electric Power Company  
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 April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3AC000-FT1EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.

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

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

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

**TUCSON ELECTRIC POWER COMPANY**

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\_\_\_\_\_

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

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: April 1, 2022 - March 31, 2032

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEystone	302132	ILUNAPWR	314566	SS1	6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000	525	
<b>TRANSPORTATION CONTRACT DEMAND</b>					6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000		

Notes:

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

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**TUCSON ELECTRIC POWER COMPANY**  
 (Shipper)  
 Dated: January 10, 2022

<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	April 1, 2022 - March 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

**Notes:**

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$7.8342 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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.

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: January 10, 2022

# **Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: January 10, 2022

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **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 ☐

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

TCD (Dth/d)	Time Period
18,000	November - March
15,000	April - October

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

**To Shipper:** Tucson Electric Power Company  
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 April 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222R000-FH12EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.

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.

**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.**

**TUCSON ELECTRIC POWER COMPANY**

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

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

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10  
Effective Dates: April 1, 2022- March 31, 2032

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	ILUNAPWR	314566	SS1	18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000	525	
<b>TRANSPORTATION CONTRACT DEMAND</b>					18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000		

Notes:

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



**EXHIBIT B**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**TUCSON ELECTRIC POWER COMPANY**  
 (Shipper)  
 Dated: January 10, 2022

<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	April 1, 2022 - March 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

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.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$9.1414 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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**

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: January 10, 2022

**Transportation Service Agreement**  
Rate Schedule FT-1

Dated: January 10, 2022

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
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5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes   X   No

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

TCD (Dth/d)	Time Period
6,000	November - March
9,000	April and October
15,000	May - September

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

**To Shipper:**

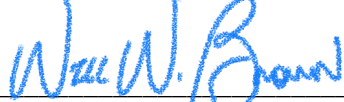
Tucson Electric Power Company  
88 E. Broadway Blvd.  
Mail Stop HQE 302  
PO Box 711  
Tucson, AZ 85702  
Attn: Gas Transportation Services

**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 April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3AC000-FT1EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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


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

  
\_\_\_\_\_  
Will W Brown  
\_\_\_\_\_  
VP Commercial  
\_\_\_\_\_

Accepted and agreed to this

18<sup>th</sup> day of January, 2022.

**TUCSON ELECTRIC POWER COMPANY**

  
\_\_\_\_\_  
Michael Sheehan  
\_\_\_\_\_  
VP Strategic Planning & Energy Acquisition  
\_\_\_\_\_

Accepted and agreed to this

14<sup>th</sup> day of January, 2022.

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

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

Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: April 1, 2022 - March 31, 2032

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	ILUNAPWR	314566	SS1	6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000	525	
<b>TRANSPORTATION CONTRACT DEMAND</b>					6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000		

Notes:

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

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**TUCSON ELECTRIC POWER COMPANY**  
 (Shipper)  
 Dated: January 10, 2022

<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	April 1, 2022 - March 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

**Notes:**

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$7.8342 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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.

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: January 10, 2022



# **Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: January 10, 2022

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **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 ☐

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

TCD (Dth/d)	Time Period
18,000	November - March
15,000	April - October

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

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

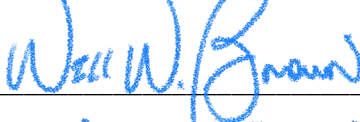
**To Transporter:** See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222R000-FH12EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.

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.

**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.**

  
\_\_\_\_\_  
Will W Brown  
\_\_\_\_\_  
VP Commercial  
\_\_\_\_\_

Accepted and agreed to this

18<sup>th</sup> day of January, 2022.

**TUCSON ELECTRIC POWER COMPANY**

  
\_\_\_\_\_  
Michael Sheehan  
\_\_\_\_\_  
VP Strategic Planning & Energy Acquisition  
\_\_\_\_\_

Accepted and agreed to this

14<sup>th</sup> day of January, 2022.

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

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

Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: April 1, 2022- March 31, 2032

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
KEYSTONE	302132	ILUNAPWR	314566	SS1	18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000	525	
<b>TRANSPORTATION CONTRACT DEMAND</b>					18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000		

Notes:

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

**EXHIBIT B**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**TUCSON ELECTRIC POWER COMPANY**  
 (Shipper)  
 Dated: January 10, 2022

<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	April 1, 2022 - March 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

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.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$9.1414 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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.

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Section 85	Public Service Company of New Mexico #H222X000
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Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
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Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
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**Part VII: Non-Conforming Agreements (Continued)**

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**List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG  
Apache Nitrogen Products, Inc. #97VV  
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000  
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000  
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013  
Arizona Public Service Company OPAS Agreement #OA239000  
Atmos Energy Corporation FTH-12 Agreement #H2232000  
Atmos Energy Corporation FTH-12 Agreement #H222Y000  
Atmos Energy Corporation FTH-12 Agreement #H222Z000  
Atmos Energy Corporation FT-1 Agreement #FT3J9000  
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG

Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas #FX227000  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
City of Dumas, Texas #FX224000  
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000  
City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
City of McLean, Texas #FX223000  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas #FX226000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas #FX225000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Whiteface, Texas #FX222000  
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000  
City of Willcox, Arizona #97YU  
Comision Federal de Electricidad #FT3DM000  
Comision Federal de Electricidad #FT3DP000  
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,  
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000  
Duncan Valley Electric Cooperative, Inc. #982J  
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG  
El Paso Electric Company OPAS Agreement #616642-OPASEPNG  
E.M.W. Gas Association #FX22A000  
E.M.W. Gas 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

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

Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
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-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG  
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000  
Village of Corona, NM #FX229000  
Zia Natural Gas Company #9823

**List of Non-Conforming Negotiated Rate Agreements**

Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000  
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000  
Arizona Public Service Company FT-1 Agreement #FT3HX000  
Arizona Public Service Company FTH-8 Agreement #H822E000

Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG  
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT276000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
EWM P1, LLC Agreement #FT3FM000  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #FT3ET000  
Public Service Company of New Mexico FT-1 Agreement #FT3EU000  
Public Service Company of New Mexico FTH-12 Agreement #H222W000  
Public Service Company of New Mexico FTH-12 Agreement #H222X000  
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-  
FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG  
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG  
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG  
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
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  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG

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

UNS Gas, Inc. FT-1 Agreement #FT3AB000  
UNS Gas, Inc. FTH-3 Agreement #H3229000  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616954-FT1EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616955-FT1EPNG  
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	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #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-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Gas Marketing, Inc. #616954-FT1EPNG
Section 118	WTG Gas Marketing, Inc. #616955-FT1EPNG

Firm Transportation Service Agreement  
Rate Schedule FT-1

Between

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

And

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: January 10, 2022

Agreement No. FT3AC000-FT1EPNG

## Transportation Service Agreement

Rate Schedule FT-1

Dated: January 10, 2022

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes ☒ No ☐

Agreement No. FT3AC000-FT1EPNG

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

<b>TCD (Dth/d)</b>	<b>Time Period</b>
6,000	November - March
9,000	April and October
15,000	May - September

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

**To Shipper:** Tucson Electric Power Company  
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 April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3AC000-FT1EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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

**TUCSON ELECTRIC POWER COMPANY**

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Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. FT3AC000-FT1EPNG

**EXHIBIT A**  
To The  
Firm Transportation Service Agreement  
Rate Schedule FT-1  
  
between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)  
Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 1, 2022 – March 31, 2032

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEystone	302132	ILUNAPWR	314566	SS1	6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000	525	
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>9,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>9,000</b>	<b>6,000</b>	<b>6,000</b>		

Notes:

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

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



Agreement No. FT3AC000-FT1EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**TUCSON ELECTRIC POWER COMPANY**  
 (Shipper)  
 Dated: January 10, 2022

<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	April 1, 2022 - March 31, 2032	(1a)			

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<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$7.8342 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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

Issued on: February 28, 2022

Effective on: April 1, 2022

Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H

Between

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

And

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: January 10, 2022

Agreement No. H222R000-FH12EPNG

## Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: January 10, 2022

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **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 ☐

Agreement No. H222R000-FH12EPNG

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

<b>TCD (Dth/d)</b>	<b>Time Period</b>
18,000	November - March
15,000	April - October

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

**To Shipper:**

Tucson Electric Power Company  
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 April 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222R000-FH12EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.
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.

**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.**

**TUCSON ELECTRIC POWER COMPANY**

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

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

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreement No. H222R000-FH12EPNG

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

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

Dated: January 10, 2022

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: April 1, 2022 – March 31, 2032

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Delivery PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEystone	302132	ILUNAPWR	314566	SS1	18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000	525	
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>18,000</b>	<b>18,000</b>	<b>18,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>18,000</b>	<b>18,000</b>		

Notes:

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

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

Ex. A-1

Agreement No. H222R000-FH12EPNG

**EXHIBIT B**  
 To The  
 Firm Hourly Transportation Service Agreement  
 Rate Schedule FT-H  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**TUCSON ELECTRIC POWER COMPANY**  
 (Shipper)  
 Dated: January 10, 2022

<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	April 1, 2022 - March 31, 2032	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

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.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$9.1414 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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

Issued on: February 28, 2022

Effective on: April 1, 2022

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**List of Non-Conforming Agreements**

Apache Corporation #612956-FT1EPNG  
Apache Nitrogen Products, Inc. #97VV  
Arizona Electric Power Cooperative, Inc. Letter Agreement dated March 3, 2015 for Agreement #FT3EH000, #FT3EJ000, #H222V000 and #H822F000  
Arizona Public Service Company Letter Agreement dated April 3, 2013 for Agreement #FT24T000, #FT39H000, #H822E000, #FT39D000, #FT39E000 and #OA22X000  
Arizona Public Service Company Letter Agreement dated August 13, 2013 to amend the Letter Agreement dated April 3, 2013  
Arizona Public Service Company OPAS Agreement #OA239000  
Atmos Energy Corporation FTH-12 Agreement #H2232000  
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Atmos Energy Corporation FTH-12 Agreement #H222Z000  
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Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG

Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas #FX227000  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
City of Dumas, Texas #FX224000  
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000  
City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
City of McLean, Texas #FX223000  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas #FX226000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas #FX225000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Whiteface, Texas #FX222000  
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000  
City of Willcox, Arizona #97YU  
Comision Federal de Electricidad #FT3DM000  
Comision Federal de Electricidad #FT3DP000  
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,  
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000  
Duncan Valley Electric Cooperative, Inc. #982J  
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG  
El Paso Electric Company OPAS Agreement #616642-OPASEPNG  
E.M.W. Gas Association #FX22A000  
E.M.W. Gas 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

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

Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
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-[FT1EPNG](#), #H222R000-[FH12EPNG](#) and #H222Q000-FH12EPNG  
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000  
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG  
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000  
Village of Corona, NM #FX229000  
Zia Natural Gas Company #9823

**List of Non-Conforming Negotiated Rate Agreements**

Apache Corporation #612956-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000  
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000  
Arizona Public Service Company FT-1 Agreement #FT3HX000  
Arizona Public Service Company FTH-8 Agreement #H822E000



Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG  
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG  
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT276000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
EWM P1, LLC Agreement #FT3FM000  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #FT3ET000  
Public Service Company of New Mexico FT-1 Agreement #FT3EU000  
Public Service Company of New Mexico FTH-12 Agreement #H222W000  
Public Service Company of New Mexico FTH-12 Agreement #H222X000  
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-  
FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG  
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG  
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG  
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG  
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
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  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG

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

UNS Gas, Inc. FT-1 Agreement #FT3AB000  
UNS Gas, Inc. FTH-3 Agreement #H3229000  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616954-FT1EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616955-FT1EPNG  
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	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296-FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000- <u>FT1EPNG</u>
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000- <u>FH12EPNG</u>

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000
Section 49	Salt River Project #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-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Atmos Energy Corporation #H222Y000
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Gas Marketing, Inc. #616954-FT1EPNG
Section 118	WTG Gas Marketing, Inc. #616955-FT1EPNG

Agreement No. FT3AC000-FT1EPNG

Firm Transportation Service Agreement  
Rate Schedule FT-1

~~b~~Between

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

~~A~~and

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: ~~April 1, 2017~~January 10, 2022

Agreement No. FT3AC000-FT1EPNG

## Transportation Service Agreement

Rate Schedule FT-1

Dated: January 10, 2022~~April 1, 2017~~

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement ~~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-1 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. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.  
  
Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
76. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the ~~General Terms and Conditions~~GT&C.
87. 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



~~9. **Term of Agreement:**~~

~~Transporter shall file with the FERC in Docket No. RP13-1230-000 for its acceptance and/or approval this Agreement (Contract No. FT3AC000), Contract No. H222Q000, Contract No. H222R000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). Following FERC's acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the Month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without Agreement No. FT3AC000~~

~~modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.~~

~~This Agreement shall terminate on March 31, 2022.~~

~~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. FT3AC000 originally dated September 1, 2013. This Agreement amends the current termination date and changes "DRN" to "Loc" to reflect an update to the Form of Service Agreement Applicable to Rate Schedule FT-1. No other changes are intended and this Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.~~

Agreement No. FT3AC000-FT1EPNG

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

TCD (Dth/d)	Time Period
6,000	November - March
9,000	April and October
15,000	May - September

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

**To Shipper:** Tucson Electric Power Company  
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 April 1, 2022: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3AC000-FT1EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000. **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. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

Agreement No. FT3AC000

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.

TUCSON ELECTRIC POWER COMPANY

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

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_.

2022. TUCSON ELECTRIC POWER COMPANY

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

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Will W. Brown  
Vice President of Business Management

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

El Paso Natural Gas Company, L.L.C.  
FERC Gas Tariff  
Third Revised Volume No. 1A

Part VII: Non-Conforming  
Section 39.1 - Tucson Electric #FT3AC000-FT1EPNG Exhibit A  
Version 2.0.0

Agreement No. FT3AC000-~~FT1EPNG~~

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

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.** ~~-(Transporter)~~  
and  
**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)  
Dated: ~~April 1, 2017~~ January 10, 2022

~~Shipper's Transportation Contract Demand: See ¶10~~  
Effective Dates: ~~See ¶9~~ April 1, 2022 – March 31, 2032

Primary Receipt PIN <del>Name</del> Point(s)/ Location(s) (Scheduling Code(s))	Receipt Loc Code(s) PIN	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))PIN Name	Delivery Loc Code(s)P IN	Flow Path	Maximum Quantity - <del>Meter D-Code</del> (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
KEYSTONE	<del>216750</del> <u>302132</u>	ILUNAPWR	<del>45889931</del> <u>4566</u>	SS1	6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000	525	
TRANSPORTATION CONTRACT DEMAND					6,000	6,000	6,000	9,000	15,000	15,000	15,000	15,000	15,000	9,000	6,000	6,000		

~~Shipper's Transportation Contract Demand: See Paragraph 11~~ Notes:

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

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

Issued on: February 28, 2022

Effective on: April 1, 2022

Ex. A-1

Agreement No. FT3AC000-FT1EPNG

**EXHIBIT B**

To The  
Firm Transportation Service Agreement  
Rate Schedule FT-1

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.** ~~-(Transporter)~~  
and  
**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)  
Dated: ~~April 1, 2017~~ January 10, 2022

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates		Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶9		(1b)	(1a)	(1c)	-	-

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN STML ANA	216824 216822 216823	ILUNAPWR	458899	See ¶9	(1b) (1c)	(1a) (1c)	(1c)	-	-

Primary  
Receipt  
Point(s)

Primary  
Delivery  
Point(s)

Effective Dates

Reservation Rate 1/

Usage Rate 1/

Fuel 2/

Surcharges 3/

<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>April 1, 2022 - March 31, 2032</u>	<u>(1a)</u>				
<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>	
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)				

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$7.8342 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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.

~~1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1; as such rates may be changed from time to time.~~

~~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 until the Federal Energy 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 for service under Rate Schedule FT-1 to the New Mexico rate zone ("Final Usage Rate"). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for the remainder of the Term of 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 or minimum usage rate 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 and shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the New Mexico rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$10.0375 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a maximum applicable reservation rate for service under Rate Schedule FT-1 to the New Mexico rate zone ("Final Reservation Rate") that is lower than \$10.0375 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 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 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: 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.~~

Ex. B-1



Agreement No. H222R000-FH12EPNG

Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H

Between

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

aAnd

**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)

Dated: April 1, 2017 January 10, 2022

Agreement No. H222R000-FH12EPNG

## **Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: January 10, 2022~~April 1, 2017~~

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:** TUCSON ELECTRIC POWER COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement ~~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.
76. **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~~General Terms and Conditions.
87. 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       

9. ~~**Term of Agreement:**~~

~~Transporter shall file with the FERC in Docket No. RP13-1230-000 for its acceptance and/or approval this Agreement (Contract No. H222R000), Contract No. FT3AC000, Contract No. H222Q000 (collectively referred to herein as the "Contract Package"), and a letter agreement between Transporter and Shipper (referred to herein as the "Letter Agreement"). Following FERC's acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of: 1) the first day of the Month following such acceptance and/or approval, or 2) September 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) Business Days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), Transporter shall notify FERC of such acceptance in any required compliance filing and this Agreement will become effective on the first day of~~

~~Agreement No. H222R000~~

~~the Month following FERC acceptance and/or approval of such compliance filing. If such modification(s) and/or condition(s) is(are) not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition. Until such approval and/or acceptance, Transporter and Shipper shall continue to be bound by any existing contracts between them that are in effect irrespective of any changes reflected in the Letter Agreement and the Contract Package.~~

~~This Agreement shall terminate on March 31, 2022.~~

~~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. H222R000 originally dated September 1, 2013. This Agreement amends the current termination date and changes "DRN" to "Loc" to reflect an update to the Form of Service Agreement Applicable to Rate Schedule FT-H. No other changes are intended and this Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000.~~

Agreement No. H222R000-FH12EPNG

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

TCD  
(Dth/d)

Time Period

18,000  
15,000

November - March  
April - October

11. **Term of Firm Transportation Service:** Beginning: September 1, 2013  
Ending: March 31, 2032

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

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

**To Shipper:**

Tucson Electric Power Company  
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 April 1, 2022: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H222R000-FH12EPNG, last amended April 1, 2017. This Agreement is subject to the Letter Agreement between Transporter and Shipper dated August 1, 2013 and filed with FERC in Docket No. RP13-1230-000. ~~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.

Agreement No. H222R000

**IN WITNESS HEREOF**, the Parties have ~~executed~~~~caused~~ this Agreement. ~~This Agreement may be -to 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 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.**

**TUCSON ELECTRIC POWER COMPANY**

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_ day of \_\_\_\_\_.

~~2022. TUCSON ELECTRIC POWER COMPANY~~

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

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Will W. Brown  
Vice President of Business Management

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Agreement No. H222R000-~~FH12EPNG~~

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

Dated: ~~April 1, 2017~~January 10, 2022

~~Shipper's Transportation Contract Demand: See ¶10~~  
Effective Dates: ~~See ¶9 April 1, 2022 – March 31, 2032~~

Primary Receipt Receipt PIN Namepoint(s) / Location(s) (Scheduling Code(s))	Receipt PINLoc Code(s)	Primary Delivery PIN Namepoint(s) / Location(s) (Scheduling Code(s))	Delivery PINLoc Code(s)	Flow Path	Maximum Quantity -- <del>D-Code</del> Meter (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
KEYSTONE	216750302132	ILUNAPWR	314566458899	SS1	18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000	525	
-	-	-	-	-														-
-	-	-	-	-														-
-	-	-	-	-														-
TRANSPORTATION CONTRACT DEMAND					18,000	18,000	18,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	18,000	18,000		

~~Notes: Shipper's Transportation Contract Demand: See Paragraph 11~~

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

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

Ex. A-1

Agreement No. H222R000-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  
**TUCSON ELECTRIC POWER COMPANY**  
(Shipper)  
Dated: ~~April 1, 2017~~ January 10, 2022

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	See ¶9	(1b)	(1a)	(1e)	-	-

Alternate Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Alternate Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN STML ANA	216824 216822 216823	ILUNAPWR	458899	See ¶9	(1b) (1e)	(1a) (1e)	(1e)	-	-

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>April 1, 2022 - March 31, 2032</u>	<u>(1a)</u>			

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
302346 STML PER 302347 STML SJN 302344 STML ANA	314566 ILUNAPWR	April 1, 2022 - March 31, 2032	(1a)			

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.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$9.1414 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which 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.



~~1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FTH-12; as such rates may be changed from time to time.~~

~~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 until the Federal Energy 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 for service under Rate Schedule FTH-12 to the New Mexico rate zone ("Final Usage Rate"). On the date such a Final Usage Rate becomes the maximum effective rate for all shippers and for the remainder of the Term of 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 or minimum usage rate 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 and shall not be subject to the applicable maximum or minimum Rate Schedule FTH-12 reservation rate for the New Mexico rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$11.2542 per Dekatherm per month. Provided, however, if the FERC establishes by a Final Order a maximum applicable reservation rate for service under Rate Schedule FTH-12 to the New Mexico rate zone ("Final Reservation Rate") that is lower than \$11.2542 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 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 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: 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.~~

Exh. B-1