



March 1, 2022

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreements Filing;
El Paso Natural Gas Company, L.L.C.;
Docket No. 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 the amendment of six existing non-conforming transportation service agreements ("TSA") executed between Atmos Energy Corporation ("Atmos") and EPNG. For purposes of this filing, EPNG will refer to the six amended Atmos TSAs collectively as the "Contract Package."

Reason for Filing

On September 27, 2017, June 28, 2018 and October 1, 2019 EPNG submitted filings with multiple agreements between itself and Atmos for the Commission's review and acceptance ("Atmos Filings").¹ Those agreements were subject to the maximum tariff rate and included certain non-conforming provisions.

EPNG and Atmos recently agreed to amend six of the TSAs accepted by the Commission in the Atmos Filings. EPNG and Atmos have extended the term of these TSAs and three of these agreements have been updated to more closely reflect the current Rate Schedule FT-H or FT-1 Form of Service Agreement ("Pro Forma"), as applicable. As part of the amendments, EPNG and Atmos have agreed to remove certain non-conforming provisions that are no longer applicable and to modify a non-conforming footnote, as described below.

¹ *El Paso Natural Gas Co.*, Docket Nos. RP17-1093-000 (Oct. 25, 2017) (unpublished letter order), RP18-914-000 (July 26, 2018) (unpublished letter order) and RP20-28-000 (Oct. 24, 2019) (unpublished letter order).

Description of the TSAs

Non-Conforming Provisions

EPNG and Atmos have agreed to extend the term of each TSA through March 31, 2025 and to update a non-conforming note found in Exhibit B in each of the TSAs. Specifically, EPNG and Atmos agreed to update Footnote 1a that describes a revenue neutral provision which has been previously reviewed and accepted by the Commission.² Given the extension of the contracts' term, EPNG and Atmos have added the phrase "during the Initial Term of this Agreement" to clarify the applicability of the footnote in each TSA. Additionally, TSA Nos. H2232000-FH12EPNG and H222Z000-FH12EPNG include a sentence in Footnote 1a indicating that the reservation rates included in these two TSAs are subject to the outcome of EPNG's Form No. 501-G proceeding. These rate-related updates provide additional background information and also clarify the timing of when the economic neutrality provision applies. The changes to the previously reviewed and accepted non-conforming provisions are not unduly discriminatory and do not provide Atmos any undue preference.

EPNG and Atmos agreed to remove provisions related to the construction of facilities in TSA Nos. FT3J9000-FT1EPNG and H222Z0000-FH12EPNG. Originally, these TSAs contained a provision in paragraph 9 which stated that the agreement was expressly subject to EPNG constructing and installing certain delivery point facilities.³ Since the subject facilities have been constructed and in service, paragraph 9 has been removed from each TSA, as shown on the marked tariff records proposed herein.

Lastly, TSA Nos. H2232000-FH12EPNG, H222Z000-FH12EPNG and FT3J9000-FT1EPNG have been modified to be more closely aligned with EPNG's currently effective Pro Formas.

² The revenue neutral provisions state that the reservation rate will be the maximum applicable reservation rate as of the date of the execution of the TSA and describe, for illustrative purposes, this rate as an Initial Rate per dekatherm ("Dth") per Month. The footnote further provides that pursuant to Section 4.17(a) of the General Terms and Conditions of the Tariff, if the maximum reservation rate stated in the Tariff falls below the Initial Rate, then Atmos and EPNG will enter into new TSAs, or amend the existing TSAs, such that the transportation contract demand quantities will be increased to maintain the same economic position as if EPNG had collected the Initial Rate for the full term of the TSAs.

³ TSA No. FT3J9000-FT1EPNG referenced the construction of the Cypress Meter Station and TSA No. H222Z000-FH12EPNG referenced the construction of the Buffalo Ranch Meter Station. EPNG notes it has also removed outdated references to in-service dates for these facilities.

Tariff Provisions

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

Part VII, Sections 99.0 through 99.2, 101.0 through 101.2 and 103.0 through 106.2 are updated to reflect modifications to Agreement Nos. H2232000-FH12EPNG, H222Z000-FH12EPNG, FT3J9000-FT1EPNG, 613502-FT1EPNG, 613503-FT1EPNG and 613504-FT1EPNG in EPNG's Tariff.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁵ 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 each Atmos TSA reflecting changes from the Pro Forma;⁶
- d) Appendix C, an executed copy of each Atmos TSA; and
- e) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective April 1, 2022 which is not less than thirty days nor more than sixty days from the date of this filing. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records into effect at the end of a minimal suspension period, if any, established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

Ms. Julia Forrester-Sellers
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4513
Julia_Forrester-Sellers@kindermorgan.com

These persons have been designated for service in accordance with Rule

⁴ 18 C.F.R. §§ 154.201 - 154.210 (2021) (Subpart C).

⁵ 18 C.F.R. §§ 154.101 – 154.603 (2021).

⁶ For ease of review, EPNG has marked all changes from the Pro Forma, including those changes which have been previously reviewed and accepted by the Commission.

March 1, 2022

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 1st day of March 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 Agreements Filing

Third Revised Volume No. 1A

Part VII: Non-Conforming Agreements

| | | | |
|---------------|--------------------------|------------------------------|---------------|
| Section 99.0 | Atmos Energy Corporation | #H2232000-FH12EPNG | Version 1.0.0 |
| Section 99.1 | Atmos Energy Corporation | #H2232000-FH12EPNG Exhibit A | Version 1.0.0 |
| Section 99.2 | Atmos Energy Corporation | #H2232000-FH12EPNG Exhibit B | Version 1.0.0 |
| Section 101.0 | Atmos Energy Corporation | #H222Z000-FH12EPNG | Version 1.0.0 |
| Section 101.1 | Atmos Energy Corporation | #H222Z000-FH12EPNG Exhibit A | Version 1.0.0 |
| Section 101.2 | Atmos Energy Corporation | #H222Z000-FH12EPNG Exhibit B | Version 1.0.0 |
| Section 103.0 | Atmos Energy Corporation | #FT3J9000-FT1EPNG | Version 1.0.0 |
| Section 103.1 | Atmos Energy Corporation | #FT3J9000-FT1EPNG Exhibit A | Version 1.0.0 |
| Section 103.2 | Atmos Energy Corporation | #FT3J9000-FT1EPNG Exhibit B | Version 1.0.0 |
| Section 104.0 | Atmos Energy Corporation | #613502-FT1EPNG | Version 1.0.0 |
| Section 104.1 | Atmos Energy Corporation | #613502-FT1EPNG Exhibit A | Version 1.0.0 |
| Section 104.2 | Atmos Energy Corporation | #613502-FT1EPNG Exhibit B | Version 1.0.0 |
| Section 105.0 | Atmos Energy Corporation | #613503-FT1EPNG | Version 1.0.0 |
| Section 105.1 | Atmos Energy Corporation | #613503-FT1EPNG Exhibit A | Version 1.0.0 |
| Section 105.2 | Atmos Energy Corporation | #613503-FT1EPNG Exhibit B | Version 1.0.0 |
| Section 106.0 | Atmos Energy Corporation | #613504-FT1EPNG | Version 1.0.0 |
| Section 106.1 | Atmos Energy Corporation | #613504-FT1EPNG Exhibit A | Version 1.0.0 |
| Section 106.2 | Atmos Energy Corporation | #613504-FT1EPNG Exhibit B | Version 1.0.0 |

Appendix B

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ATMOS ENERGY CORPORATION

(Shipper)

Dated: September 30, 2021

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes _____ No X

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

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 5,000 | November – March |
| 2,500 | April – October |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2017
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORPORATION
5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. H2232000-FH12EPNG (formerly designated as H2232000), originally dated November 1, 2017, with an initial term beginning November 1, 2017 and extending through March 31, 2022 ("Initial Term").

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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____, 2021.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022- March 31, 2025

| | | | | | 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/ |
| PLAINS | 302248 | DWSTRDIS | 334880 | AN1 | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|-------------------------------------|--------------------------------------|-----------------------------------|--------------------------------|--------------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2017 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) which shall be payable regardless of quantities transported. The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 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

ATMOS ENERGY CORPORATION

(Shipper)

Dated: September 30, 2021

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes _____ No X

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

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 2,500 | April - October |
| 5,000 | November – March |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2017
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORPORATION
5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. H222Z000-FH12EPNG (formerly designated as H222Z000), originally dated November 1, 2017 with an initial term beginning November 1, 2017 and extending through March 31, 2022 ("Initial Term").

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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____, 2021.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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/ |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| ILEARWAS | 314520 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

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
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|-------------------------------------|--------------------------------------|-----------------------------------|--------------------------------|--------------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2017 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s). The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of the execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate").~~ The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in ~~Transporter's Tariff during the Initial Term of this Agreement.~~ As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

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

| TCD (Dth/d) | Time Period |
|------------------------|--------------------|
| 5,000 | April - October |
| 12,000 | November - March |

11. **Term of Firm Transportation Service:** Beginning: August 1, 2018
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORPORATION
25430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. FT3J9000-FT1EPNG (formerly designated as FT3J9000), originally dated August 1, 2018 with an initial term beginning August 1, 2018 and extending through March 31, 2022 ("Initial Term").

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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____, 2021.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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/ |
| IKEYSTOR | 301595 | DCYPRESS | 49654 | VA | 5,000 | 5,000 | 5,000 | | | | | | | | 5,000 | 5,000 | | |
| KEYSTONE | 302132 | DCYPRESS | 49654 | VA | 7,000 | 7,000 | 7,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 12,000 | 12,000 | 12,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 12,000 | 12,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <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 | August 1, 2018 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) T~~ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.2814 per Dth per month ("Initial Rate"). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

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

**TCD
(Dth/d)**

Time Period

10,000

April 1, 2022 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613502-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____, 2021.

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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 | DCYPRESS | 49654 | VA | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s). The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate").~~ The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in ~~Transporter's~~ Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

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

**TCD
(Dth/d)**

Time Period

5,000

April 1, 2022 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613503-FT1EPNG, originally dated September 16, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____, 2021.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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 |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| IBIGBLUE | 301360 | DWSTRHRT | 301198 | AN2 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | Contract Meter Quantity (CMQ(s)) 2/ | | | | | | | | | | | | | |
|---|---------|-----------|------------------------------|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|---|
| Primary Delivery PIN Name | Del PIN | Meter No. | Description | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | Delivery Pressure (p.s.i.g) Not less than 3/ | Delivery Pressure (p.s.i.g) Not greater than 3/ |
| DWSTRHRT | 301198 | 341060 | AEC-I/EPNG HART CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| DWSTRHRT | 301198 | 341058 | AEC-I/EPNG DIMMITT #2 CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| CONTRACT METER QUANTITY (CMQ(s)) | | | | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | | |

Notes:

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

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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 for in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s). The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

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

**TCD
(Dth/d)**

Time Period

7,000

April 1, 2022 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613504-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____, 2021.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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/ |
| IBIGBLUE | 301360 | DWSTRDIS | 334880 | AN2 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) The rate charged under this Agreement will be the maximum Texas FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$7.8046 per Dth per month ("Initial Rate"). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 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 Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ATMOS ENERGY CORPORATION

(Shipper)

Dated: September 30, 2021

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes _____ No X

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

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 5,000 | November – March |
| 2,500 | April – October |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2017
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORPORATION
5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. H2232000-FH12EPNG (formerly designated as H2232000), originally dated November 1, 2017 with an initial term beginning November 1, 2017 and extending through March 31, 2022 ("Initial Term").

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.

Timothy C. Dorpinghaus

Timothy C. Dorpinghaus

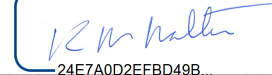
Director-Commercial

Accepted and agreed to this

27 December
day of , 2021.

ATMOS ENERGY CORPORATION

DocuSigned by:


24E7A0D2EFBD49B...

Kenny Malter

Director, Gas Supply & Services

Accepted and agreed to this

December 22, 2021
day of , 2021.

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022- March 31, 2025

| | | | | | 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/ |
| PLAINS | 302248 | DWSTRDIS | 334880 | AN1 | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|-------------------------------------|--------------------------------------|-----------------------------------|--------------------------------|--------------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2017 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 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

ATMOS ENERGY CORPORATION

(Shipper)

Dated: September 30, 2021

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Twelve Hour Peaking "FTH-12"

Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes _____ No X

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

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 2,500 | April - October |
| 5,000 | November – March |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2017
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORPORATION
5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. H222Z000-FH12EPNG (formerly designated as H222Z000), originally dated November 1, 2017 with an initial term beginning November 1, 2017 and extending through March 31, 2022 ("Initial Term").

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.

Timothy C. Dorpinghaus

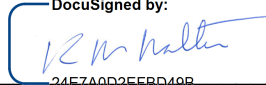
Timothy C. Dorpinghaus

Director-Commercial

Accepted and agreed to this

27 December
____ day of _____, 2021.

ATMOS ENERGY CORPORATION

DocuSigned by:

24E7A0D2EFBD40B...

Kenny Malter

Director, Gas Supply & Services

Accepted and agreed to this

December 22, 2021
____ day of _____, 2021.











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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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/ |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| ILEARWAS | 314520 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

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
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|-------------------------------------|--------------------------------------|-----------------------------------|--------------------------------|--------------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2017 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
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- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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.
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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 X

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

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 5,000 | April - October |
| 12,000 | November - March |

11. **Term of Firm Transportation Service:** Beginning: August 1, 2018
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORPORATION
25430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. FT3J9000-FT1EPNG (formerly designated as FT3J9000), originally dated August 1, 2018 with an initial term beginning August 1, 2018 and extending through March 31, 2022 ("Initial Term").

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.

Timothy C. Dorpinghaus


Timothy C. Dorpinghaus

Director-Commercial

Accepted and agreed to this

27 December
____ day of _____, 2021.

ATMOS ENERGY CORPORATION

DocuSigned by:

24E7A0D2EFBD40B...

Kenny Malter

Director, Gas Supply & Services

Accepted and agreed to this

December 22, 2021
____ day of _____, 2021.











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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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/ |
| IKEYSTOR | 301595 | DCYPRESS | 49654 | VA | 5,000 | 5,000 | 5,000 | | | | | | | | 5,000 | 5,000 | | |
| KEYSTONE | 302132 | DCYPRESS | 49654 | VA | 7,000 | 7,000 | 7,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 12,000 | 12,000 | 12,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 12,000 | 12,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <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 | August 1, 2018 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.2814 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

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

**TCD
(Dth/d)**

Time Period

10,000

April 1, 2022 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613502-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

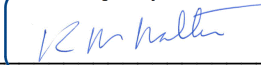
14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders 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.

ATMOS ENERGY CORPORATION

Timothy C. Dorpinghaus

DocuSigned by:

24E7A0D2EFBD49B...

Timothy C. Dorpinghaus

Kenny Malter

Director-Commercial

Director, Gas Supply & Services

Accepted and agreed to this

Accepted and agreed to this

27 December

December 22, 2021

____ day of _____, 2021.

____ day of _____, 2021.











EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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 | DCYPRESS | 49654 | VA | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

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

**TCD
(Dth/d)**

Time Period

5,000

April 1, 2022 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613503-FT1EPNG, originally dated September 16, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

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.)

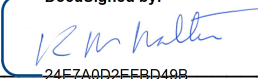
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

ATMOS ENERGY CORPORATION

Timothy C. Dorpinghaus

DocuSigned by:


24E7A0D2EFBD49B...

Timothy C. Dorpinghaus

Kenny Malter

Director-Commercial

Director, Gas Supply & Services

Accepted and agreed to this

Accepted and agreed to this

27 December

December 22, 2021

____ day of _____, 2021.

____ day of _____, 2021.











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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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 |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| IBIGBLUE | 301360 | DWSTRHRT | 301198 | AN2 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | Contract Meter Quantity (CMQ(s)) 2/ | | | | | | | | | | | | | |
|---|---------|-----------|------------------------------|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|---|
| Primary Delivery PIN Name | Del PIN | Meter No. | Description | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | Delivery Pressure (p.s.i.g) Not less than 3/ | Delivery Pressure (p.s.i.g) Not greater than 3/ |
| DWSTRHRT | 301198 | 341060 | AEC-I/EPNG HART CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| DWSTRHRT | 301198 | 341058 | AEC-I/EPNG DIMMITT #2 CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| CONTRACT METER QUANTITY (CMQ(s)) | | | | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | | |

Notes:

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

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

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

**TCD
(Dth/d)**

Time Period

7,000

April 1, 2022 - March 31, 2025

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613504-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").

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.)

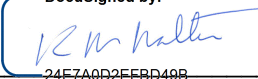
IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.

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

ATMOS ENERGY CORPORATION

Timothy C. Dorpinghaus

DocuSigned by:


24E7A0D2EFBD49B...

Timothy C. Dorpinghaus

Kenny Malter

Director-Commercial

Director, Gas Supply & Services

Accepted and agreed to this

Accepted and agreed to this

27 December

December 22, 2021

____ day of _____, 2021.

____ day of _____, 2021.











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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | | 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/ |
| IBIGBLUE | 301360 | DWSTRDIS | 334880 | AN2 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |

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
ATMOS ENERGY CORPORATION
 (Shipper)
 Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Texas FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$7.8046 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 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.

Agreement No. H2232000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: September 30, 2021

Agreement No. H2232000-FH12EPNG

Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021~~November 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:** ATMOS ENERGY CORPORATION
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 my change from time to time. Capitalized terms used ~~in this Agreement~~ and not ~~otherwise~~ defined ~~in this Agreement elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms~~Incorporation by Reference:~~** 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. 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.

Agreement No. H2232000-FH12EPNG

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 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 _____ No X

10. Transportation Contract Demand ("TCD"):

| TCD | Time Period |
|----------------|-------------------------|
| (Dth/d) | |
| <u>5,000</u> | <u>November – March</u> |
| <u>2,500</u> | <u>April – October</u> |

119. Term of Firm Transportation Service Agreement: Beginning: November 1, 2017
Ending: March 31, 2025
Agreement No. H2232000

~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel or amend and restate) the following agreement(s) between the Parties: N/A.~~

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

| TCD | Time Period |
|----------------|-------------------------|
| (Dth/d) | |
| <u>5,000</u> | <u>November – March</u> |
| <u>2,500</u> | <u>April – October</u> |

12. Notices, Statements, and Bills:

To Shipper:
Atmos Energy Corporation

5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration ~~Jason White~~

To Transporter: See “Points of Contact” in the Tariff.

13. ~~***Effect on Prior Agreement(s):***~~~~***Changes in Rates and Terms:***~~ 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. H2232000-FH12EPNG (formerly designated as H2232000), originally dated November 1, 2017, with an initial term beginning November 1, 2017 and extending through March 31, 2022 (“Initial Term”).~~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. H2232000-FH12EPNG

IN WITNESS HEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a hand written signature.~~caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.~~

EL PASO NATURAL GAS COMPANY, L.L.C. ATMOS ENERGY CORPORATION~~EL PASO NATURAL GAS COMPANY, L.L.C.~~

By _____

By _____

Gregory W. Ruben

Name _____

Name _____

~~Vice President, Business Development~~

Title _____

Title _____

Accepted and agreed to this

Accepted and agreed to this

5 6
____ day of _____, 2021.

7 8
____ day of _____, 2021.

Date _____

Date _____

FH12EPNG

~~A~~—~~Agreement No. H2232000~~—

EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021~~November 1, 2017~~

Shipper's Transportation Contract Demand: See ¶10
~~Effective Dates: April 1, 2022~~~~November 1, 2017~~ - March 31,
2025~~2~~

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | 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/ |
|---|---------------------|--|----------------------|-----------|--------------------------------------|----------|-------|-------|-------|-------|-------|--------|-----------|---------|----------|----------|---|--|
| | | | | | January | February | March | April | May | June | July | August | September | October | November | December | | |
| PLAINS | 216751 | DWSTRDIS | 216781 | AN1 | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |
| | - | - | | | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | | | | | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | | | | | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

~~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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.~~

Issued on: March 1, 2022

Effective on: April 1, 2022

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. H2232000-FH12EPNG

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021
November 1, 2017

| <u>Primary Receipt Point(s)</u> | <u>Primary Delivery Point(s)</u> | <u>Effective Dates</u> | <u>Reservation Rate 1/</u> | <u>Usage Rate 1/</u> | <u>Fuel 2/</u> | <u>Surcharges 3/</u> |
|-------------------------------------|--------------------------------------|--|--------------------------------|--------------------------|----------------|----------------------|
| <u>As listed in Exhibit A</u> | <u>As listed in Exhibit A</u> | <u>November 1, 2017 - March 31, 2022</u> | <u>(1a)</u> | | | |
| <u>As listed in Exhibit A</u> | <u>As listed in Exhibit A</u> | <u>April 1, 2022 - March 31, 2025</u> | | | | |

Notes:

- 1/ — Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates as they may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. ~~as such rates may be changed from time to time.~~ The reservation rate shall be payable regardless of quantities transported.
- 1a/ — The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 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, 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, ~~unless otherwise agreed to by the Parties.~~

ACA:

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

Agreement No. H222Z000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: September 30, 2021~~November 1, 2017~~

Agreement No. H222Z000-FH12EPNG

Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021~~November 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:** ATMOS ENERGY CORPORATION
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 ~~in this Agreement~~ and not otherwise defined ~~elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms~~Incorporation by Reference:~~** 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. ~~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.

Agreement No. H222Z000-FH12EPNG

76. ***Rates and Surcharges:*** As set forth in Exhibit B, 7 Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&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 No X

~~Agreement No. H222Z000~~

10. Transportation Contract Demand ("TCD"):

| <u>TCD</u> <u>(Dth/d)</u> | <u>Time Period</u> |
|------------------------------|--------------------|
| 2,500 | April - October |
| 5,000 | November – March |

119. Term of Firm Transportation Service Agreement: Beginning: November 1, 2017

Beginning: The later of November 1, 2017 or the in-
service date of the Buffalo Ranch Meter Station (defined below).

Ending: March 31, 2025

~~**Construction of Facilities:** This Agreement is expressly made subject to Transporter completing the construction and installation of an interconnection between Transporter's Line No. 1102 and Shipper's facilities in Randall County, Texas ("Buffalo Ranch Meter Station"). Subject to Transporter's receipt of all necessary regulatory approvals, permits, and other authorizations Transporter shall use reasonable commercial efforts to complete the Buffalo Ranch Meter Station and make it available for service on or before November 1, 2017.~~

~~**10. Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel or amend and restate) the following agreement(s) between the Parties: N/A.~~

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

| <u>TCD</u> <u>(Dth/d)</u> | <u>Time Period</u> |
|------------------------------|--------------------|
| 2,500 | April – October |
| 5,000 | November – March |

12. Notices, Statements, and Bills:

To Shipper:

Atmos Energy Corporation
5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration ~~Jason White~~

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. H222Z000-FH12EPNG (formerly designated as H222Z000), originally dated November 1, 2017 with an initial term beginning November 1, 2017 and extending through March 31, 2022 ("Initial Term").~~*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.

Agreement No. H222Z000-FH12EPNG

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. H222Z000

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. ~~caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.~~

~~EL PASO NATURAL GAS COMPANY, L.L.C.ATMOS ENERGY CORPORATION~~
~~ATMOS ENERGY CORPORATIONEL PASO NATURAL GAS COMPANY, L.L.C.~~

By _____

By _____

Name _____
~~Vice President, Business Development~~

~~Gregory W. Ruben~~
Name _____

Title _____

Title _____

Accepted and agreed to this

Accepted and agreed to this

5 6

day of _____, 2021.

7 8

day of _____, 2021.

Date _____

~~Date _____~~

Agreement No. H222Z000-FH12EPNG

EXHIBIT A
To The
Hourly Firm Transportation Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021 ~~November 1, 2017~~

~~Effective Dates: See ¶9~~

| Primary Receipt Point(s)/ Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s)/ Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | Flow Path | <u>Maximum Quantity – D-Code (Dth/d) 1/</u> | | | | | | | | | | | | Deliver Pressure (p.s.i.g.) Not less than: |
|---|---------------------------|--|----------------------------|--------------|---|----------|-------|-------|-------|-------|-------|--------|-----------|---------|----------|----------|--|
| | | | | | January | February | March | April | May | June | July | August | September | October | November | December | |
| IBIGBLUE | 24900 | DBUFFRNH | 1700016 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | |
| ILEARWAS | 246655 | DBUFFRNH | 1700016 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | |

~~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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.~~

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 - March 31, 2025

| 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 | | |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| ILEARWAS | 314520 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

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.

Agreement No. H222Z000-FH12EPNG

EXHIBIT B
To The
Hourly Firm Transportation Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021~~November 1, 2017~~

| <u>Primary Receipt Point(s)</u> | <u>Primary Delivery Point(s)</u> | <u>Effective Dates</u> | <u>Reservation Rate 1/</u> | <u>Usage Rate 1/</u> | <u>Fuel 2/</u> | <u>Surcharges 3/</u> |
|-------------------------------------|--------------------------------------|--|--------------------------------|--------------------------|----------------|----------------------|
| <u>As listed in Exhibit A</u> | <u>As listed in Exhibit A</u> | <u>November 1, 2017 – March 31, 2022</u> | <u>(1a)</u> | | | |
| <u>As listed in Exhibit A</u> | <u>As listed in Exhibit A</u> | <u>April 1, 2022 - March 31, 2025</u> | | | | |

| Primary Receipt Point(s) | Primary Delivery Point(s) | Effective-Dates | Reservation-Rate-1/ | Usage-Rate-1/ | Fuel-2/ | Surcharges-3/ |
|---|--|------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | See ¶19 | 4a | | | |

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

~~1a/-~~ The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, -then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial T term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G

Issued on: March 1, 2022

Effective on: April 1, 2022

proceeding filed in Docket No. RP19-73-000.-

- 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, 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, ~~unless otherwise agreed to by the Parties.~~

ACA:

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

Agreement No. FT3J9000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: September 30, 2021~~August 1, 2018~~

Agreement No. FT3J9000-FT1EPNG

Transportation Service Agreement
Rate Schedule FT-1

Dated: September 30, 2021~~August 1, 2018~~

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:** ATMOS ENERGY CORPORATION
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 it sets 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 ~~in this Agreement~~ and not otherwise defined in this Agreement 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 ~~S~~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 Agreement No. FT3J9000-FT1EPNG

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 ~~GT&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_____ No X

Agreement No. ~~FT3J9000~~

10. Transportation Contract Demand:

| <u>TCD</u> <u>(Dth/d)</u> | <u>Time Period</u> |
|------------------------------|-------------------------|
| <u>5,000</u> | <u>April - October</u> |
| <u>12,000</u> | <u>November - March</u> |

119. Term of Firm Transportation Service Agreement: Beginning: August 1, 2018
Ending: March 31, 2025
~~Beginning: The later of August 1, 2018 or the in-service date ("ISD") of the Cypress Meter Station (defined below).~~
~~Ending: March 31, 2022~~

~~**Construction of Facilities:** This Agreement is expressly made subject to Transporter completing the construction and installation of an interconnection between Transporter's Line No. 3133 and Shipper's facilities in Ector County, ("Cypress Meter Station"). Subject to Transporter's receipt of all necessary regulatory approvals, permits, and other authorizations Transporter shall use reasonable commercial efforts to complete the Cypress Meter Station and make it available for service on or before August 1, 2018.~~

~~**10. Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall (supersede and cancel -or- amend and restate) the following agreement(s) between the Parties: N/A.~~

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

| <u>TCD</u> <u>(Dth/d)</u> | <u>Time Period</u> |
|------------------------------|---------------------------------------|
| 2,500 | ISD - October 2018 |
| 6,000 | November 2018 - March 2019 |
| 2,500 | April 2019 - October 2019 |
| 12,000 | November 2019 - March 2020 |
| 5,000 | April 2020 - October 2020 |
| 12,000 | November 2020 - March 2021 |
| 5,000 | April 2021 - October 2021 |
| 12,000 | November 2021 - March 2022 |

12. Notices, Statements, and Bills:

To Shipper: Atmos Energy Corporation

25430 LBJ Freeway, Suite 5410
Dallas, TX 75240

Attn: Contract Administration~~Jason White~~

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

Agreement No. FT3J9000

13. **Effect on Prior Agreements:** 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. FT3J9000-FT1EPNG (formerly designated as FT3J9000), originally dated August 1, 2018 with an initial term beginning August 1, 2018 and extending through March 31, 2022 ("Initial Term"). ~~**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.~~

Agreement No. FT3J9000-FT1EPNG

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.)

~~I~~ **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.
~~caused this Agreement to be electronically executed, by their duly authorized officers, the Day and Year first set forth herein.~~

~~ATMOS ENERGY CORPORATION~~ EL PASO NATURAL GAS COMPANY,
L.L.C. ATMOS ENERGY
CORPORATION

By _____

By _____

~~—~~

~~Gregory W. Ruben~~

Name _____

Name _____

~~Vice President, Business Development~~

Title _____ Title _____

Accepted and agreed to this

Accepted and agreed to this

5 6 7
day of , 2021 day of , 2021

Title _____

Date _____

Date _____

Agreement No FT3J9000-FT1EPNG

EXHIBIT A
To The
Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021~~August 1, 2018~~

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 - March 31, 2025

| 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 | | |
| KEYSTOR | 301595 | DCYPRESS | 49654 | VA | 5,000 | 5,000 | 5,000 | | | | | | | | 5,000 | 5,000 | | |
| KEYSTONE | 302132 | DCYPRESS | 49654 | VA | 7,000 | 7,000 | 7,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 12,000 | 12,000 | 12,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 12,000 | 12,000 | | |

Effective Dates: ~~See ¶9 - October 31, 2019~~

| Primary Receipt Point(s)/ Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s)/ Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | 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 | August | Sept | Oct | Nov | Dec | | |
| KEYSTONE | 216750 | DCYPRESS | 1700017 | VA | 6,000 | 6,000 | 6,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 6,000 | 6,000 | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 6,000 | 6,000 | 6,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 6,000 | 6,000 | | |

Effective Dates: ~~November 1, 2019 - March 31, 2022~~

Issued on: March 1, 2022

Effective on: April 1, 2022

| Primary Receipt Point(s)/ Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s)/ Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | 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 | August | Sept | Oct | Nov | Dec | | |
| KEYSTONE | 216750 | DCYPRESS | 1700017 | VA | 7,000 | 7,000 | 7,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 7,000 | 7,000 | | |
| KEYSTOR | 337906 | DCYPRESS | 1700017 | VA | 5,000 | 5,000 | 5,000 | | | | | | | | 5,000 | 5,000 | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 12,000 | 12,000 | 12,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 12,000 | 12,000 | | |

Agreement No FT3J9000

~~EXHIBIT A (continued)
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: August 1, 2018~~

~~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, Transporter~~El Paso~~ reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3J9000-FT1EPNG

EXHIBIT B
To The
Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021~~August 1, 2018~~

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

| <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>August 1, 2018 - March 31, 2022</u> | <u>(1a)</u> | | | |
| <u>As listed in Exhibit A</u> | <u>As listed in Exhibit A</u> | <u>April 1, 2022 - March 31, 2025</u> | | | | |

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT1 or other superseding Rate Schedules; ~~as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.~~

1a/~~—~~ -The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of the execution of this Agreement, which for illustrative purposes, is \$4.2814 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than

Issued on: March 1, 2022

Effective on: April 1, 2022

the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.

Agreement No. FT3J9000-FT1EPNG

EXHIBIT B (continued)
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021~~August 1, 2018~~

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, u~~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, ~~unless otherwise agreed to by the Parties.~~

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021~~August 5, 2019~~

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021 ~~August 5, 2019~~

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:** ATMOS ENERGY CORPORATION
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 X

Agreement No. 613502-FT1EPNG

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

| TCD (Dth/d) | Time Period |
|----------------|---|
| 10,000 | April 1, 2022 November 1, 2019 - March 31, 2022 |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2022

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613502-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term"). N/A.

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

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

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

ATMOS ENERGY CORPORATION

1

2

3

4

Brown

Joey Stevens

VP-BUSINESS MGMT

Will W

Accepted and agreed to this
~~24~~ ~~September~~

____ day of _____, 20~~21~~19.

Accepted and agreed to this
~~19~~ ~~September~~

____ day of _____, 20~~19~~21.

Agreement No. 613502-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: ~~September 30, 2021~~ **August 5, 2019**

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: ~~April 1, 2022 – March 31, 2025~~ **See ¶11**

| 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 | DCYPRESS | 49654 | VA | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |

Notes:

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

Ex. A-1

Agreement No. 613502-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: ~~September 30, 2021~~ August 5, 2019

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|---------------------------------------|---|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 – March 31, 2022 See ¶ 11 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 – March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial T term of this Agreement.
- 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: March 1, 2022

Effective on: April 1, 2022

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September ~~30~~¹⁶, 20~~2~~¹⁹

Agreement No. 613503-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September ~~30~~¹⁶, 20~~21~~¹⁹

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:** ATMOS ENERGY CORPORATION
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 X

Agreement No. 613503-FT1EPNG

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

| TCD (Dth/d) | Time Period |
|----------------|--|
| 5,000 | April 1, 2022 November 1, 2019 - March 31, 202 5 <u>2</u> |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 202~~5~~2

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613503-FT1EPNG, originally dated September 16, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term"). ~~N/A.~~

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

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

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

ATMOS ENERGY CORPORATION

1

2

3

4

Will W. Brown

Joey Stevens

VP-BUSINESS MGMT

Accepted and agreed to this

~~24~~ ~~September~~

____ day of _____, 20~~21~~19.

Accepted and agreed to this

~~23~~ ~~September~~

____ day of _____, 20~~21~~19

Agreement No. 613503-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)
Dated: September ~~27~~¹⁶, 20~~19~~²¹

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~April 1, 2022 – March 31, 2025~~ See ¶11

| | | | | | Maximum Quantity-D-Code (Dth/d) 1/ | | | | | | | | | | | |
|---------------------------------------|---------|---------------------------|---------|-----------|------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Primary Receipt PIN Name | Rec PIN | Primary Delivery PIN Name | Del PIN | Flow Path | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| IBIGBLUE | 301360 | DWSTRHRT | 301198 | AN2 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |

Effective Dates: ~~April 1, 2022 - March 31, 2025~~ See ¶11

| | | | | Contract Meter Quantity (CMQ(s)) 2/ | | | | | | | | | | | | Delivery Pressure (p.s.i.g) Not less than 3/ | Delivery Pressure (p.s.i.g) Not greater than 3/ |
|---|---------|-----------|------------------------------|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|---|
| Primary Delivery PIN Name | Del PIN | Meter No. | Description | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | | |
| DWSTRHRT | 301198 | 341060 | AEC-I/EPNG HART CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| DWSTRHRT | 301198 | 341058 | AEC-I/EPNG DIMMITT #2 CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| CONTRACT METER QUANTITY (CMQ(s)) | | | | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | | |

Notes:

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

Ex. A-1

Issued on: March 1, 2022

Effective on: April 1, 2022

Agreement No. 613503-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September ~~30~~¹⁶, 20~~19~~²¹

| <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 | <u>November 1, 2019 – March 31,</u> <u>2022</u> See ¶ 11 | (1a) | | | |
| <u>As listed in Exhibit A</u> | <u>As listed in Exhibit A</u> | <u>April 1, 2022 – March 31, 2025</u> | | | | |

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Tterm of this Agreement.
- 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.

Issued on: March 1, 2022

Effective on: April 1, 2022

| Ex. B-1

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021~~August 5, 2019~~

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~September 30~~August 5, 2021~~19~~

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:** ATMOS ENERGY CORPORATION
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 X
10. **Transportation Contract Demand ("TCD"):**

TCD
(Dth/d)

Time Period

7,000

~~April 1, 2022~~November 1, 2019 – March 31, 2025March 31, 2022

Agreement No. 613504-FT1EPNG

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 202~~5~~2

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

To Shipper:
ATMOS ENERGY CORP
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613504-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term"). ~~N/A.~~

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

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

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

ATMOS ENERGY CORPORATION

| | |
|-------------------------|---------------------|
| <u>1</u> | <u>2</u> |
| <hr/> | |
| <u>3</u> | <u>4</u> |
| <hr/> | |
| <hr/> | |
| <u>Will W. Brown</u> | <u>Joey Stevens</u> |
| <hr/> | |
| <u>VP-BUSINESS MGMT</u> | |
| <hr/> | |
| <hr/> | |

Accepted and agreed to this
24 September
____ day of _____, 202119.

Accepted and agreed to this
19 September
____ day of _____, 202119.

Agreement No. 613504-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: ~~September 30, 2021~~ **August 5, 2019**

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: ~~April 1, 2022 – March 31, 2025~~ **See ¶11**

| | | | | | Maximum Quantity-D-Code (Dth/d) 1/ | | | | | | | | | | | | | |
|---------------------------------------|---------|---------------------------|---------|-----------|------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|---|
| Primary Receipt PIN Name | Rec PIN | Primary Delivery PIN Name | Del PIN | Flow Path | Jan | Feb | March | April | 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/ |
| IBIGBLUE | 301360 | DWSTRDIS | 334880 | AN2 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |

Notes:

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

Ex. A-1

Agreement No. 613504-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: ~~September 30, 2021~~ August 5, 2019

| <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 | <u>November 1, 2019 – March 31,</u> <u>2022</u> See ¶11 | (1a) | | | |
| <u>As listed in Exhibit A</u> | <u>As listed in Exhibit A</u> | <u>April 1, 2022 – March 31, 2025</u> | | | | |

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ The rate charged under this Agreement will be the maximum Texas FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$7.8046 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial T term of this Agreement.
- 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.

Issued on: March 1, 2022

Effective on: April 1, 2022

Ex. B-1

Agreement No. H2232000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: September 30, 2021

Agreement No. H2232000-FH12EPNG

Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021

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: ATMOS ENERGY CORPORATION**
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.

Agreement No. H2232000-FH12EPNG

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 General Terms and Conditions.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. ***Negotiated Rate Agreement:*** Yes _____ No X
10. ***Transportation Contract Demand ("TCD"):***

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 5,000 | November – March |
| 2,500 | April – October |

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2017
Ending: March 31, 2025
12. ***Notices, Statements, and Bills:***

To Shipper:

Atmos Energy Corporation
5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. H2232000-FH12EPNG (formerly designated as H2232000), originally dated November 1, 2017, with an initial term beginning November 1, 2017 and extending through March 31, 2022 (“Initial Term”).
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. H2232000-FH12EPNG

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

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

ATMOS ENERGY CORPORATION

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____ 2021.

Agreement No. H2232000-FH12EPNG

EXHIBIT A
 To The
 Hourly Firm Transportation Service Agreement
 Rate Schedule FT-H
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Atmos Energy Corporation (Shipper)
 Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: April 1, 2022 - March 31, 2025

| Primary Receipt Point(s) / Location(s) (Scheduling Code(s)) | Receipt Loc Code(s) | Primary Delivery Point(s) / Location(s) (Scheduling Code(s)) | Delivery Loc Code(s) | 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 | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Decr | | |
| PLAINS | 216751 | DWSTRDIS | 216781 | AN1 | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

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.

Agreement No. H2232000-FH12EPNG

EXHIBIT B
To The
Hourly Firm Transportation Service Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|-------------------------------------|--------------------------------------|-----------------------------------|--------------------------------|--------------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2017 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as they 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/ The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 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.

Agreement No. H222Z000-FH12EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: September 30, 2021

Agreement No. H222Z000-FH12EPNG

Transportation Service Agreement

Rate Schedule FT-H

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 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.

Agreement No. H222Z000-FH12EPNG

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 a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. ***Negotiated Rate Agreement:*** Yes _____ No X
10. ***Transportation Contract Demand ("TCD"):***

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 2,500 | April - October |
| 5,000 | November – March |

11. ***Term of Firm Transportation Service:*** Beginning: November 1, 2017
Ending: March 31, 2025
12. ***Notices, Statements, and Bills:***

To Shipper:

Atmos Energy Corporation
5430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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. H222Z000-FH12EPNG (formerly designated as H222Z000), originally dated November 1, 2017 with an initial term beginning November 1, 2017 and extending through March 31, 2022 (“Initial Term”).

Agreement No. H222Z000-FH12EPNG

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.

ATMOS ENERGY CORPORATION

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021.

_____ day of _____, 2021.

Agreement No. H222Z000-FH12EPNG

EXHIBIT A
To The
Hourly Firm Transportation Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 - March 31, 2025

| 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 | | |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| ILEARWAS | 314520 | DBUFFRNH | 49653 | AN2 | 2,500 | 2,500 | 2,500 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 2,500 | 2,500 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 5,000 | 5,000 | | |

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.

Agreement No. H222Z000-FH12EPNG

EXHIBIT B
To The
Hourly Firm Transportation Agreement
Rate Schedule FT-H
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|-------------------------------------|--------------------------------------|-----------------------------------|--------------------------------|--------------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2017 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as they 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/ The rate charged under this Agreement will be the maximum Production Area FTH-12 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$4.9949 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.
- 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.

Agreement No. FT3J9000-FT1EPNG

Firm Transportation Service Agreement
Rate Schedule FT-1

between

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

and

Atmos Energy Corporation
(Shipper)

Dated: September 30, 2021

Agreement No. FT3J9000-FT1EPNG

Transportation Service Agreement
Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 it sets 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

Agreement No. FT3J9000-FT1EPNG

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 Agreement:** Yes _____ No X

10. **Transportation Contract Demand:**

| TCD (Dth/d) | Time Period |
|----------------|------------------|
| 5,000 | April - October |
| 12,000 | November - March |

11. **Term of Firm Transportation Service:** Beginning: August 1, 2018
Ending: March 31, 2025
12. **Notices, Statements, and Bills:**

To Shipper: Atmos Energy Corporation
25430 LBJ Freeway, Suite 5410
Dallas, TX 75240
Attn: Contract Administration

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

13. **Effect on Prior Agreements:** 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. FT3J9000-FT1EPNG (formerly designated as FT3J9000), originally dated August 1, 2018 with an initial term beginning August 1, 2018 and extending through March 31, 2022 ("Initial Term").

Agreement No. FT3J9000-FT1EPNG

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

ATMOS ENERGY CORPORATION

By_____

By_____

Name_____

Name _____

Title_____

Title_____

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2021

_____ day of _____, 2021

Agreement No FT3J9000-FT1EPNG

EXHIBIT A
 To The
 Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and Atmos Energy Corporation (Shipper)
 Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 - March 31, 2025

| 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 | | |
| IKEYSTOR | 301595 | DCYPRESS | 49654 | VA | 5,000 | 5,000 | 5,000 | | | | | | | | 5,000 | 5,000 | | |
| KEYSTONE | 302132 | DCYPRESS | 49654 | VA | 7,000 | 7,000 | 7,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 12,000 | 12,000 | 12,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 12,000 | 12,000 | | |

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.

Agreement No. FT3J9000-FT1EPNG

EXHIBIT B
To The
Transportation Service Agreement
Rate Schedule FT-1
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021

| <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 | August 1, 2018 - March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 - March 31, 2025 | | | | |

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 FT1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.

1a/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of the execution of this Agreement, which for illustrative purposes, is \$4.2814 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement. The maximum reservation rate, as shown in this Note 1a, was subject to Transporter's FERC Form No. 501-G proceeding filed in Docket No. RP19-73-000.

Agreement No. FT3J9000-FT1EPNG

EXHIBIT B (continued)
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Atmos Energy Corporation (Shipper)
Dated: September 30, 2021

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

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Agreement No. 613502-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

Agreement No. 613502-FT1EPNG

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

| TCD (Dth/d) | Time Period |
|----------------|--------------------------------|
| 10,000 | April 1, 2022 - March 31, 2025 |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:

ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613502-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").
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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this

_____ day of _____, 2021.

Accepted and agreed to this

_____ day of _____, 2021.

Agreement No. 613502-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 – March 31, 2025

| | | | | | Maximum Quantity-D-Code (Dth/d) 1/ | | | | | | | | | | | | Delivery Pressure (p.s.i.g) Not less than 2/ | Delivery Pressure (p.s.i.g) Not greater than 2/ |
|---------------------------------------|---------|---------------------------|---------|-----------|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--|---|
| Primary Receipt PIN Name | Rec PIN | Primary Delivery PIN Name | Del PIN | Flow Path | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | | |
| KEystone | 302132 | DCYPRESS | 49654 | VA | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | |

Notes:

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

Ex. A-1

Agreement No. 613502-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--------------------------------------|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 – March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 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: March 1, 2022

Effective on: April 1, 2022

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Agreement No. 613503-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X

Agreement No. 613503-FT1EPNG

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

| TCD (Dth/d) | Time Period |
|----------------|--------------------------------|
| 5,000 | April 1, 2022 - March 31, 2025 |

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORPORATION
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613503-FT1EPNG, originally dated September 16, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").
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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this
_____ day of _____, 2021.

Accepted and agreed to this
_____ day of _____, 2021

Agreement No. 613503-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)
Dated: September 27, 2021

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: April 1, 2022 – March 31, 2025

| | | | | | 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 |
| IBIGBLUE | 301360 | DBUFFRNH | 49653 | AN2 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| IBIGBLUE | 301360 | DWSTRHRT | 301198 | AN2 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| TRANSPORTATION CONTRACT DEMAND | | | | | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |

Effective Dates: April 1, 2022 - March 31, 2025

| | | | | Contract Meter Quantity (CMQ(s)) 2/ | | | | | | | | | | | | Delivery Pressure (p.s.i.g) Not less than 3/ | Delivery Pressure (p.s.i.g) Not greater than 3/ |
|---|---------|-----------|------------------------------|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|---|
| Primary Delivery PIN Name | Del PIN | Meter No. | Description | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec | | |
| DWSTRHRT | 301198 | 341060 | AEC-I/EPNG HART CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| DWSTRHRT | 301198 | 341058 | AEC-I/EPNG DIMMITT #2 CASTRO | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | |
| CONTRACT METER QUANTITY (CMQ(s)) | | | | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | | |

Notes:

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

Ex. A-1

Agreement No. 613503-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--------------------------------------|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 – March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Production Area FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$3.0230 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 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: March 1, 2022

Effective on: April 1, 2022

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 30, 2021

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:** ATMOS ENERGY CORPORATION
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 X
10. **Transportation Contract Demand ("TCD"):**

| TCD (Dth/d) | Time Period |
|----------------|--------------------------------|
| 7,000 | April 1, 2022 – March 31, 2025 |

Agreement No. 613504-FT1EPNG

11. **Term of Firm Transportation Service:** Beginning: November 1, 2019
Ending: March 31, 2025

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

To Shipper:
ATMOS ENERGY CORP
5420 LBJ Freeway, Suite 1514
Dallas, TX 75240
Attn: Contract Administration

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. 613504-FT1EPNG, originally dated August 5, 2019 with an initial term beginning November 1, 2019 and extending through March 31, 2022 ("Initial Term").
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.

ATMOS ENERGY CORPORATION

Accepted and agreed to this
_____ day of _____, 2021.

Accepted and agreed to this
_____ day of _____, 2021.

Agreement No. 613504-FT1EPNG

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

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ATMOS ENERGY CORPORATION
 (Shipper)

Dated: September 30, 2021

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: April 1, 2022 – March 31, 2025

| | | | | | 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/ |
| IBIGBLUE | 301360 | DWSTRDIS | 334880 | AN2 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |
| TRANSPORTATION CONTRACT DEMAND | | | | | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | | |

Notes:

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

Ex. A-1

Agreement No. 613504-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ATMOS ENERGY CORPORATION
(Shipper)

Dated: September 30, 2021

| <i>Primary Receipt Point(s)</i> | <i>Primary Delivery Point(s)</i> | <i>Effective Dates</i> | <i>Reservation Rate 1/</i> | <i>Usage Rate 1/</i> | <i>Fuel 2/</i> | <i>Surcharges 3/</i> |
|---|--------------------------------------|-----------------------------------|----------------------------|----------------------|----------------|----------------------|
| As listed in Exhibit A | As listed in Exhibit A | November 1, 2019 – March 31, 2022 | (1a) | | | |
| As listed in Exhibit A | As listed in Exhibit A | April 1, 2022 – March 31, 2025 | | | | |

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/ The rate charged under this Agreement will be the maximum Texas FT-1 rate as of the date of execution of this Agreement which, for illustrative purposes, is \$7.8046 per Dth per month ("Initial Rate"). The rate charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in the Tariff during the Initial Term of this Agreement. As further provided in Section 4.17(a) of the GT&C of the Tariff, if the applicable maximum Monthly Reservation rate provided in the Tariff ever falls below the Initial Rate during the Initial Term of this Agreement, then the parties shall enter into a substitute lawful arrangement, or amend an existing lawful arrangement subject to the minimum and maximum rates for service as described in the Tariff, having an increased TCD such that the parties are placed in the same economic position as if Transporter had collected the Initial Rate for the entire Initial Term of this Agreement.
- 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: March 1, 2022

Effective on: April 1, 2022