



September 26, 2023

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreement Filing;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP23-

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 October 27, 2023, these tariff records update EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff") to reflect a permanent capacity release from an existing non-conforming, negotiated rate transportation service agreement ("TSA") with ConocoPhillips Company ("Conoco") to Phillips 66 Energy Trading LLC ("Phillips").

Reason for Filing

On March 2, 2009, EPNG filed a non-conforming TSA executed with Conoco (i.e., Agreement No. FT276000) for the Commission's review and acceptance ("March Filing"). The non-conforming provision included in the TSA specified certain pressure commitments conditioned on the delivery quantity. The Commission issued an order on March 25, 2009 accepting the March Filing.¹ Subsequent to the Commission's order, Conoco's TSA was amended and filed to reflect a fixed negotiated rate and a contractual right-of-first-refusal.²

On September 22, 2023, the capacity held by Conoco's Agreement No. FT276000 was posted on EPNG's electronic bulletin board ("EBB") for permanent release beginning on October 27, 2023 and ending on the same date of April 30, 2024 as Conoco's agreement. Phillips was awarded the capacity and, consequently, EPNG and Phillips executed a new non-conforming, negotiated rate TSA (i.e., Agreement No. 619809-FT1EPNG). The Phillips TSA reflects the same

¹ *El Paso Natural Gas Co.*, Docket No. RP09-432-000 (Mar. 25, 2009) (unpublished letter order).

² *El Paso Natural Gas Co.*, Docket No. RP14-655-000 (Apr. 18, 2014) (unpublished letter order).

non-conforming pressure provision and negotiated rate as the Conoco TSA. Therefore, in accordance with Section 154.112(b) of the Commission's regulations and the Commission's policy statement regarding negotiated rates,³ EPNG is submitting the new Phillips TSA for the Commission's review and acceptance.

Description of the Agreement

As described in more detail below, Phillips executed a TSA with EPNG that is subject to a negotiated rate and contains a non-conforming provision.

Pressure

Section 5.6 of the General Terms and Conditions ("GT&C") of EPNG's Tariff provides that EPNG and a shipper may commit to maximum and minimum receipt and delivery pressure levels. The Tariff further provides that, where necessary, the pressure commitment may include specified conditions to ensure that the agreed-upon pressure level(s) will not have an adverse effect on EPNG's system or existing service to other shippers. Such conditions may include quantity limitations or other operational requirements⁴ needed to ensure pipeline integrity and quality of service. Moreover, a pressure commitment, including any specified conditions, is included in the shipper's TSA and posted on EPNG's EBB.

As noted above, the permanent capacity release from Conoco to Phillips included the same pressure commitment as was previously filed and accepted by the Commission for Conoco's TSA. Accordingly, EPNG requests the Commission accept such provision for the Phillips TSA as the sole purpose is to provide the same firm service to Phillips as was previously provided to Conoco consistent with the provisions of Section 5.6 of the GT&C. The transfer of this non-conforming provision to the Phillips TSA does not adversely affect other shippers and, therefore, EPNG requests the Commission again deem this non-conforming provision permissible.

Negotiated Rate

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. EPNG and Phillips have agreed to a negotiated reservation rate that is not subject to the maximum or minimum tariff rate for the new TSA. Consequently, the Phillips TSA contains rate language in Exhibit B, Note 1a, stating a fixed negotiated monthly reservation rate of \$6.6917 per Dth per

³ *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

⁴ See GT&C Section 13.9 of the Tariff.

month that Phillips will pay for the contracted service to its primary delivery points as well as for certain alternate point transactions.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2022) and Subpart C of the Commission's regulations.⁵

The Table of Contents found in Part I, Section 1 and the title page for Part VII are updated to include references to the new Phillips TSA, Agreement No. 619809-FT1EPNG, on the applicable list.

Part VII, Sections 3.0 through 3.2 are updated to reflect the removal of the Conoco TSA and the inclusion of the new Phillips TSA.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁶ EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, a marked version of the Phillips TSA;
- d) Appendix C, an executed copy of the Phillips TSA; and
- a) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective October 27, 2023, which is the effective date of the Phillips TSA and is not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

⁵ See 18 C.F.R. §§ 154.201 - 154.210 (2022) (Subpart C).

⁶ 18 C.F.R. §§ 154.1 – 154.603 (2022).

Correspondence and communications concerning this filing should be directed to:

Mr. Ryan C. Leahy
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 2563
Birmingham, AL 35202-2563
Telephone: (205) 325-7105
EPNGRegulatoryAffairs@kindermorgan.com

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

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2022)).

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/_____
Ryan C. Leahy
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 Birmingham, Alabama as of this 26th day of September, 2023.

/s/

Ryan C. Leahy

Post Office Box 2563
Birmingham, AL 35202
(205) 325-7105

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents

Version 86.0.0

Part VII: Non-Conforming Agreements (index)

Version 85.0.0

Section 3.0 Phillips 66 Energy Trading LLC #619809-FT1EPNG

Version 5.0.0

Section 3.1 Phillips 66 Energy #619809-FT1EPNG Exhibit A

Version 5.0.0

Section 3.2 Phillips 66 Energy #619809-FT1EPNG Exhibit B

Version 7.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: September 22, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 22, 2023

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:** PHILLIPS 66 ENERGY TRADING LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No

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

TCD (Dth/d)	Time Period
35,000	October 27, 2023 – April 30, 2024

11. **Term of Firm Transportation Service:** Beginning: October 27, 2023
Ending: April 30, 2024

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

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

To Shipper:
PHILLIPS 66 ENERGY TRADING LLC
2331 CityWest Blvd.
Houston, TX 77042
Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** 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.

PHILLIPS 66 ENERGY TRADING LLC

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: September 22, 2023

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BLANCO	300714	IPHHUTCH	314852	NN3-AN1	35,000	34,780	35,000	19,250						35,000	35,000	35,000	700	
BONDADST	300724	IPHHUTCH	314852	NN3-AN1		220		15,750									700	
TRANSPORTATION CONTRACT DEMAND					35,000	35,000	35,000	35,000						35,000	35,000	35,000		

Notes:

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

32/ Unless otherwise specified on this Exhibit A, the delivery 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.~~ The following contract pressures for the IPHHUTCH delivery point shall be conditioned on the contracting of the corresponding MDQ equivalent at that point (accounting for the heat content as it may change from time to time): no less than 700 p.s.i.g. at 35,000 Mscf/day; no less than 685 p.s.i.g. at 34,000 Mscf/day; no less than 675 p.s.i.g. at 33,000 Mscf/day; no less than 665 p.s.i.g. at 32,000 Mscf/day; no less than 655 p.s.i.g. at 31,000 Mscf/day; no less than 645 p.s.i.g. at 30,000 Mscf/day; no less than 635 p.s.i.g. at 29,000 Mscf/day; no less than 625 p.s.i.g. at 28,000 Mscf/day. For any MDQ quantities at IPHHUTCH less than 28,000 Mscf/day, the pressure shall be the line pressure existing from time to time at the delivery point. For MDQs between the stated volumes, the higher pressure requirement will apply. The pressure requirements set forth herein are conditioned on a continued contractual commitment for this service at the IPHHUTCH delivery point.

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 Firm Transportation Service Agreement
 Rate Schedule FT-1
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EL PASO NATURAL GAS COMPANY, L.L.C.
 and
PHILLIPS 66 ENERGY TRADING LLC
 (Shipper)

Dated: September 22, 2023

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 ¶11	(1a)			
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
302344 STML PER	314852 IPHHUTCH	See ¶11	(1a)			
302346 STML SJN	302075 IWESTARW					
302347 STML ANA	301701 IOASISWA					
	301621 ILONEWA					
	301945 IVALEROW					

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$6.6917 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Appendix C

Firm Transportation Service Agreement

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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.
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2331 CityWest Blvd.
Houston, TX 77042
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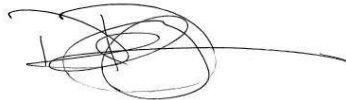
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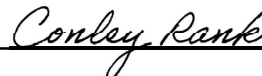
DANIEL J TYGRET

DIRECTOR-ASSET OPTIMIZ

Accepted and agreed to this

25th day of September, 2023.

PHILLIPS 66 ENERGY TRADING LLC



Conley Rank

Vice President

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

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

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- Section 9.8 Bids for Released Capacity
- Section 9.9 Awards of Released Capacity
- Section 9.10 Execution of Agreements
- Section 9.11 Notice of Completed Transactions
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(Explanation of TSA Tariff Sections)

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Part VII: Non-Conforming Agreements

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading LLC #619809-FT1EPNG ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000

Section 6 City of Mesa, Arizona #FT2AE000-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 7 Comision Federal de Electricidad #FT3CM000
Section 8 El Paso Electric Company #H6223000-FH16EPNG
Section 9 EWM P1, LLC #FT3FM000
Section 10 Southwest Gas Corporation Letter Agreement
Section 11 Duncan Valley Electric Cooperative, Inc. #982J
Section 12 AEPCO Letter Agreement
Section 13 Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14 Arizona Electric Power Cooperative, Inc. #FT3EH000
Section 15 Arizona Electric Power Cooperative, Inc. #FT3EJ000
Section 16 Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17 Arizona Electric Power Cooperative, Inc. #H222V000
Section 18 Arizona Electric Power Cooperative, Inc. #H822F000
Section 19 Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20 Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21 Comisión Federal de Electricidad#FT3DM000
Section 22 Mexicana de Cobre, S.A. de C.V. #FT399000
Section 23 Mexicana de Cobre, S.A. de C.V. #FT369000
Section 24 Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25 Arizona Public Service Company Letter Agreement
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Section 31 XTO Energy Inc. #613718-FT1EPNG
Section 32 Southwest Gas Corporation #613297-FT1EPNG
Section 33 Southern California Gas Company #615178-FT1EPNG
Section 34 MRC Permian Company #612815-FT1EPNG
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Section 41 Tucson Electric Power Company #H222R000-FH12EPNG
Section 42 UNS Gas, Inc. Letter Agreement
Section 43 UNS Gas, Inc. #619448-FT1EPNG
Section 44 UNS Gas, Inc. #H222P000-FH12EPNG
Section 45 UNS Gas, Inc. #619450-FH3EPNG
Section 46 Texas Gas Service Company #H322A000
Section 47 Salt River Project Letter Agreement
Section 48 Salt River Project #H222T000-FH12EPNG
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Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
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Section 64	City of Whiteface, Texas #FX222000
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Section 66	City of Dumas, Texas #FX224000
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Section 68	Village of Corona, NM #FX229000
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Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG

Section 93 XTO Energy Inc. #613719-FT1EPNG

Part VII: Non-Conforming Agreements (Continued)

Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG

List of Non-Conforming Agreements

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

List of Non-Conforming Agreements (Continued)

Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
City of Safford, Arizona #9824
City of Socorro, New Mexico #9828
City of Whiteface, Texas #FX222000
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comision Federal de Electricidad #FT3DM000
Comision Federal de Electricidad #FT3DP000
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000, #FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG
El Paso Electric Company OPAS Agreement #616642-OPASEPNG
E.M.W. Gas Association #FX22A000
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Graham County Utilities, Inc. #97ZP
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997
MGI Supply, Ltd. IT-1 Agreement #9HJH

List of Non-Conforming Agreements (Continued)

MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

List of Non-Conforming Negotiated Rate Agreements

Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000

List of Non-Conforming Negotiated Rate Agreements (Continued)

Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000
Arizona Public Service Company FT-1 Agreement #FT3HX000
Arizona Public Service Company FTH-8 Agreement #H822E000
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG
Arizona Public Service Company FTH-8 Agreement #617999-FH8EPNG
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
~~ConocoPhillips Company FT-1 Agreement #FT276000~~
ConocoPhillips Company FT-1 Agreement #FT3EA000
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000
EWM P1, LLC Agreement #FT3FM000
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG
Mexicana de Cobre, S.A. de C.V. #FT399000
MRC Permian Company FT-1 Agreement #610837-FT1EPNG
MRC Permian Company FT-1 Agreement #612815-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG
~~Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG~~
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615001-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG

Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG

List of Non-Conforming Negotiated Rate Agreements (Continued)

Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG

Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG

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

Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG

Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG

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

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

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

Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG

Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG

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

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

UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG

UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG

WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG

WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG

WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

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

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

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

Third Revised Volume No. 2

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	<u>Phillips 66 Energy Trading #619809-FT1EPNG</u> ConocoPhillips
Company #FT276000	
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Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
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Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
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Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG

Agreement No. 619809-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: September 22, 2023

Agreement No. 619809-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 22, 2023

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: PHILLIPS 66 ENERGY TRADING LLC**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No

Agreement No. 619809-FT1EPNG

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

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
<u>35,000</u>	<u>October 27, 2023 – April 30, 2024</u>

11. **Term of Firm Transportation Service:** Beginning: October 27, 2023
Ending: April 30, 2024

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

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

To Shipper:
PHILLIPS 66 ENERGY TRADING LLC
2331 CityWest Blvd.
Houston, TX 77042
Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** 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.

PHILLIPS 66 ENERGY TRADING LLC

1 _____ 2 _____

3 _____ 4 _____

Accepted and agreed to this

Accepted and agreed to this

5 _____ 6 _____
_____ day of _____, 2023.

7 _____ 8 _____
_____ day of _____, 2023.

~~Firm Transportation Service Agreement
Rate Schedule FT-1~~

between

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

and

~~ConocoPhillips Company~~

~~Dated: May 1, 2014~~

Transportation Service Agreement
Rate Schedule FT-1

~~Dated: May 1, 2014~~

~~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:** CONOCOPHILLIPS COMPANY~~
- ~~3. **Applicable Tariff:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
- ~~4. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
- ~~5. Transportation service at and between primary receipt points and primary delivery points shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff.~~

~~**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 points identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery points 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.~~

- ~~6. **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 pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 of the General Terms and Conditions.~~
- ~~7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.~~
- ~~8. **Negotiated Rate Agreement:** Yes ☒ No ☐~~
- ~~9. **Term of Agreement:** Beginning: October 1, 2006
Ending: April 30, 2024~~

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

- ~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. FT276000 originally dated October 1, 2006 and last amended and restated by agreement dated October 1, 2013.~~

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

TCD	Time Period
(Dth/d)	
35,000	May 1, 2014 – April 30, 2024

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

~~**To Shipper:** ConocoPhillips Company
600 N. Dairy Ashford
Houston, TX 77079
Attn: Nicholas E. Rassinier (Notices)
Attn: Natural Gas Accounting (Invoices)~~

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

~~13. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~

~~14. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction. (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 caused this Agreement to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.~~

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

By _____	By _____
	Will W. Brown
Name _____	Director of Marketing
Title _____	
Date _____	Date _____

Agreement No. 619809-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: September 22, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: See ¶11

					<u>Maximum Quantity-D-Code (Dth/d) 1/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>		
<u>BLANCO</u>	<u>300714</u>	<u>IPHHUTCH</u>	<u>314852</u>	<u>NN3-AN1</u>	<u>35,000</u>	<u>34,780</u>	<u>35,000</u>	<u>19,250</u>						<u>35,000</u>	<u>35,000</u>	<u>35,000</u>	<u>700</u>	
<u>BONDADST</u>	<u>300724</u>	<u>IPHHUTCH</u>	<u>314852</u>	<u>NN3-AN1</u>		<u>220</u>		<u>15,750</u>									<u>700</u>	
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>35,000</u>	<u>35,000</u>	<u>35,000</u>	<u>35,000</u>						<u>35,000</u>	<u>35,000</u>	<u>35,000</u>		

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 delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility. The following contract pressures for the IPHHUTCH delivery point shall be conditioned on the contracting of the corresponding MDQ equivalent at that point (accounting for the heat content as it may change from time to time): no less than 700 p.s.i.g. at 35,000 Mscf/day; no less than 685 p.s.i.g. at 34,000 Mscf/day; no less than 675 p.s.i.g. at 33,000 Mscf/day; no less than 665 p.s.i.g. at 32,000 Mscf/day; no less than 655 p.s.i.g. at 31,000 Mscf/day; no less than 645 p.s.i.g. at 30,000 Mscf/day; no less than 635 p.s.i.g. at 29,000 Mscf/day; no less than 625 p.s.i.g. at 28,000 Mscf/day. For any MDQ quantities at IPHHUTCH less than 28,000 Mscf/day, the pressure shall be the line pressure existing from time to time at the delivery point. For MDQs between the stated volumes, the higher pressure requirement will apply. The pressure requirements set forth herein are conditioned on a continued contractual commitment for this service at the IPHHUTCH delivery point.

EXHIBIT A
To The

~~Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and ConocoPhillips Company (Shipper)
Dated: May 1, 2014~~

~~Effective Dates: May 1, 2014 – April 30, 2024~~

Primary Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Flow Path	Maximum Quantity – D Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	340827	IPHHUTCH	204992	NN3-AN+	-	220	-	15,750	-	-	-	-	-	-	-	-
BLANCO	216748	IPHHUTCH	204992	NN3-AN+	35,000	34,780	35,000	19,250	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION CONTRACT DEMAND				-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000

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

Ex. A-1

~~Effective Dates: May 1, 2014–April 30, 2024~~

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Meter No.	Meter DRN Code(s)	Description	Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
IPHHUTCH	204992	14852	204992	Phillips Hutchinson	700	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
CONTRACT METER QUANTITY (CMQ(s))				-	-	-

~~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 delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility. The following contract pressures for the IPHHUTCH delivery point shall be conditioned on the contracting of the corresponding MDQ equivalent at that point (accounting for the heat content as it may change from time to time): no less than 700 p.s.i.g. at 35,000 Mscf/day; no less than 685 p.s.i.g. at 34,000 Mscf/day; no less than 675 p.s.i.g. at 33,000 Mscf/day; no less than 665 p.s.i.g. at 32,000 Mscf/day; no less than 655 p.s.i.g. at 31,000 Mscf/day; no less than 645 p.s.i.g. at 30,000 Mscf/day; no less than 635 p.s.i.g. at 29,000 Mscf/day; no less than 625 p.s.i.g. at 28,000 Mscf/day. For any MDQ quantities at IPHHUTCH less than 28,000 Mscf/day, the pressure shall be the line pressure existing from time to time at the delivery point. For MDQs between the stated volumes, the higher pressure requirement will apply. The pressure requirements set forth herein are conditioned on a continued contractual commitment for this service at the IPHHUTCH delivery point.~~

Ex. A-3

| ~~Ex. A-2~~

Agreement No. 619809-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
PHILLIPS 66 ENERGY TRADING LLC
(Shipper)
Dated: September 22, 2023

<u>Primary Receipt</u> <u>Point(s)</u>	<u>Primary Delivery</u> <u>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</u> <u>Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>See ¶11</u>	<u>(1a)</u>			
<u>Primary and Alternate</u> <u>Receipt Point(s) / Location(s)</u>	<u>Primary and Alternate</u> <u>Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>302344 STML PER</u>	<u>314852 IPHHUTCH</u>	<u>See ¶11</u>	<u>(1a)</u>			
<u>302346 STML SJN</u>	<u>302075 IWESTARW</u>					
<u>302347 STML ANA</u>	<u>301701 IOASISWA</u>					
	<u>301621 ILONEWA</u>					
	<u>301945 IVALEROW</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/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$6.6917 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
- ACA:
The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

EXHIBIT B
To The

Issued on: September 26, 2023

Effective on: October 27, 2023

~~Transportation Service Agreement
 between
 El Paso Natural Gas Company, L.L.C. (Transporter)
 and ConocoPhillips Company (Shipper)
 Dated: May 1, 2014~~

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	May 1, 2014 – April 30, 2024	(1a)	-	-	-

Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt DRN Code(s)	Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery DRN Code(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN STML ANA	216824 216822 216823	IWESTARW IOASISWA ILONEWA IVALEROW	151612 151617 151624 152149	May 1, 2014 – April 30, 2024	(1a)	-	-	-

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

~~—1a— As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree that the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum or minimum Rate Schedule FT 1 reservation rate for the Texas rate zone as set forth in Transporter's Tariff. The negotiated reservation rate shall be \$6.3875 per Dekatherm per month. Such fixed negotiated reservation rate shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff.~~

~~—— Effective May 1, 2019, the negotiated reservation rate shall increase to \$6.6917 per Dekatherm per month.~~

~~2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.~~

~~3/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.~~

Ex. B-2

CLEAN TARIFF SECTIONS

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Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
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Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000

Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
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Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
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Section 83	Public Service Company of New Mexico #617906-FT1EPNG
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Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
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Part VII: Non-Conforming Agreements (Continued)

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Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG

List of Non-Conforming Agreements

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

List of Non-Conforming Agreements (Continued)

Atmos Energy Corporation FT-1 Agreement #FT3J9000
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG
Chemical Lime Company of Arizona #982F
City of Benson, Arizona #982B
City of Deming #982H
City of Denver City, Texas #FX227000
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000
City of Dumas, Texas #FX224000
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000
City of Lordsburg #FX22B000
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000
City of McLean, Texas #FX223000
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000
City of Morton, Texas #FX226000
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000
City of Plains, Texas #FX225000
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000
City of Safford, Arizona #9824
City of Socorro, New Mexico #9828
City of Whiteface, Texas #FX222000
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000
City of Willcox, Arizona #97YU
Comision Federal de Electricidad #FT3DM000
Comision Federal de Electricidad #FT3DP000
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000, #FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000
Duncan Valley Electric Cooperative, Inc. #982J
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG
El Paso Electric Company OPAS Agreement #616642-OPASEPNG
E.M.W. Gas Association #FX22A000
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000
Graham County Utilities, Inc. #97ZP
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG
Mesa, Arizona City of, FT-1 Agreement #FT2AF000
Mexicana de Cobre, S.A. de C.V. #FT369000
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997
MGI Supply, Ltd. IT-1 Agreement #9HJH

List of Non-Conforming Agreements (Continued)

MGI Supply, Ltd. IT-1 Agreement #9L5N
Mex Gas Supply, S.L. #612654-FT1EPNG
Mex Gas Supply, S.L. #612652-FT1EPNG
Mex Gas Supply, S.L. #612653-FT1EPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000
Salt River Project Agricultural Improvement and Power District OPASA #OA237000
Salt River Project Agricultural Improvement and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000
Salt River Project Agricultural Improvement and Power District Master PAL Agreement
Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG
Sterling Natural Gas, Inc. #982T
Southwest Gas Corporation Letter Agreement
Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG
Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000
Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000
Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000
Town of Mountainair #FX228000
Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG
UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000
UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG
Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000
Village of Corona, NM #FX229000
Zia Natural Gas Company #9823

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Apache Corporation #612956-FT1EPNG
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000
Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000

List of Non-Conforming Negotiated Rate Agreements (Continued)

Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000
Arizona Public Service Company FT-1 Agreement #FT3HX000
Arizona Public Service Company FTH-8 Agreement #H822E000
Arizona Public Service Company FTH-8 Agreement #613904-FH8EPNG
Arizona Public Service Company FTH-16 Agreement #613878-FH16EPNG
Arizona Public Service Company FT-1 Agreement #613881-FT1EPNG
Arizona Public Service Company FTH-8 Agreement #617999-FH8EPNG
Comision Federal de Electricidad #FT3CM000
Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT3EA000
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000
EWM P1, LLC Agreement #FT3FM000
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG
Mexicana de Cobre, S.A. de C.V. #FT399000
MRC Permian Company FT-1 Agreement #610837-FT1EPNG
MRC Permian Company FT-1 Agreement #612815-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG
Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG
Pioneer Natural Resources USA, Inc. #FT3HH000
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000
Public Service Company of New Mexico FT-1 Agreement #FT3ER000
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG
Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG
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Sempra Gas & Power Marketing, LLC FT-1 Agreement #615536-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615538-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #615940-FT1EPNG
Sempra Gas & Power Marketing, LLC FT-1 Agreement #617961-FT1EPNG
Southern California Gas Company FT-1 Agreement #615178-FT1EPNG
Southwest Gas Corporation FT-1 Agreement #613297-FT1EPNG

List of Non-Conforming Negotiated Rate Agreements (Continued)

Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG
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Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
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Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG
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Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
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UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG
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WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG
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XTO Energy Inc. FT-1 Agreement #613717-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613718-FT1EPNG
XTO Energy Inc. FT-1 Agreement #613719-FT1EPNG

Third Revised Volume No. 2

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
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Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
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Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
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Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
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Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
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Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
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Section 113	Arizona Public Service Company #613881-FT1EPNG
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Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

PHILLIPS 66 ENERGY TRADING LLC
(Shipper)

Dated: September 22, 2023

Agreement No. 619809-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: September 22, 2023

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:** PHILLIPS 66 ENERGY TRADING LLC
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the GT&C.
8. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
9. **Negotiated Rate:** Yes X No

Agreement No. 619809-FT1EPNG

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

TCD (Dth/d)	Time Period
35,000	October 27, 2023 – April 30, 2024

11. **Term of Firm Transportation Service:** Beginning: October 27, 2023
Ending: April 30, 2024

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

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

To Shipper:
PHILLIPS 66 ENERGY TRADING LLC
2331 CityWest Blvd.
Houston, TX 77042
Attn: Contract Administration

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

13. **Effect on Prior Agreement(s):** 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.

PHILLIPS 66 ENERGY TRADING LLC

Accepted and agreed to this

_____ day of _____, 2023.

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. 619809-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
PHILLIPS 66 ENERGY TRADING LLC
 (Shipper)

Dated: September 22, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: See ¶11

					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		
BLANCO	300714	IPHHUTCH	314852	NN3-AN1	35,000	34,780	35,000	19,250						35,000	35,000	35,000	700	
BONDADST	300724	IPHHUTCH	314852	NN3-AN1		220		15,750									700	
TRANSPORTATION CONTRACT DEMAND					35,000	35,000	35,000	35,000						35,000	35,000	35,000		

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 delivery pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility. The following contract pressures for the IPHHUTCH delivery point shall be conditioned on the contracting of the corresponding MDQ equivalent at that point (accounting for the heat content as it may change from time to time): no less than 700 p.s.i.g. at 35,000 Mscf/day; no less than 685 p.s.i.g. at 34,000 Mscf/day; no less than 675 p.s.i.g. at 33,000 Mscf/day; no less than 665 p.s.i.g. at 32,000 Mscf/day; no less than 655 p.s.i.g. at 31,000 Mscf/day; no less than 645 p.s.i.g. at 30,000 Mscf/day; no less than 635 p.s.i.g. at 29,000 Mscf/day; no less than 625 p.s.i.g. at 28,000 Mscf/day. For any MDQ quantities at IPHHUTCH less than 28,000 Mscf/day, the pressure shall be the line pressure existing from time to time at the delivery point. For MDQs between the stated volumes, the higher pressure requirement will apply. The pressure requirements set forth herein are conditioned on a continued contractual commitment for this service at the IPHHUTCH delivery point.

Ex. A-1

Agreement No. 619809-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
PHILLIPS 66 ENERGY TRADING LLC
 (Shipper)
 Dated: September 22, 2023

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 ¶11	(1a)			
Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
302344 STML PER	314852 IPHHUTCH	See ¶11	(1a)			
302346 STML SJN	302075 IWESTARW					
302347 STML ANA	301701 IOASISWA					
	301621 ILONEWA					
	301945 IVALEROW					

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$6.6917 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.
 ACA:
 The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

Ex. B-1

Issued on: September 26, 2023

Effective on: October 27, 2023