



November 30, 2022

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Negotiated Rate Agreement;  
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 January 1, 2023, these tariff records reflect a new transportation service agreement ("TSA") executed with Arizona Public Service Company ("APS") in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff") as a non-conforming, negotiated rate agreement (referred to herein as the "APS TSA").

### **Reason for Filing**

On December 13, 2017, EPNG submitted a filing representing an agreement between itself and APS for the Commission's review and acceptance ("December Filing"). With a term of January 1, 2018 through December 31, 2022, the agreement reflected a negotiated rate as well as a contractual right-of-first-refusal ("ROFR"). On January 10, 2018, the Commission issued a letter order accepting the December Filing.<sup>1</sup>

Recently, EPNG and APS agreed to extend the capacity from the agreement reflected in the December Filing under a new TSA for twenty-seven years to begin on January 1, 2023 and extend through December 31, 2049. The APS TSA reflects fixed negotiated reservation rates, a non-conforming rate provision, and a contractual ROFR.

---

<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP18-251-000 (Jan. 10, 2018) (unpublished letter order).

In accordance with Section 154.112(b) of the Commission's regulations<sup>2</sup> and the Commission's policy statement regarding negotiated rates,<sup>3</sup> EPNG is submitting the APS TSA for the Commission's review and acceptance. As described below, the APS TSA contains a non-conforming provision that is not included in EPNG's Rate Schedule FT-H Form of Service Agreement ("Pro Forma"). Accordingly, EPNG is proposing to update its Tariff to include the APS TSA.

### **Description of the Agreement**

As described in more detail below, the APS TSA is subject to negotiated rates and contains a non-conforming rate provision.

#### *Negotiated Rates*

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, EPNG and APS agreed to negotiated reservation rates for the APS TSA submitted herewith. Consequently, Agreement No. 617999-FH8EPNG reflects three different rate periods: 1) a fixed negotiated reservation rate of \$22.8125 per dekatherm ("Dth") per month for the first five years of the term, 2) a fixed negotiated reservation rate of \$23.4208 per Dth per month for the next ten years of the term, and 3) the maximum tariff rate for the remainder of the term. Additionally, these negotiated rates are applicable to certain alternate receipt and delivery points for the same time periods.

#### *Rate Applicable to Point Redesignation*

Section 8.1(f)(iii) of the GT&C currently provides firm shippers the right to request a temporary or permanent redesignation of primary point rights to any rate zone subject to certain requirements. EPNG will grant such requests on a first-come/first-served basis if firm capacity is available to and at the requested point(s), the change will not harm other firm shippers, and the change is operationally feasible. Section 8.1(g) of the GT&C governs the rate application for redesignated points including to different zones (i.e., same zone, upstream zone, or downstream zone), unless the parties agree to an otherwise applicable rate.

---

<sup>2</sup> 18 C.F.R. §§ 154.112(b) (2021).

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

The APS TSA contains language in Exhibit B, Notes 1a and 1b, stating that the underlying negotiated reservation rate will apply to any alternate point, listed on Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or those requiring Third Party Charges pursuant to Section 4.9 of the GT&C, that is redesignated as a primary point. Moreover, any alternate point that is redesignated as a primary point must align to the requirements in Exhibits A and B for the assessment of the negotiated reservation rate.<sup>4</sup> Although this language is non-conforming, the parties have agreed to apply the same negotiated rate to the specified points in the event of a point redesignation. As shown on Exhibit B of the TSA, this rate application will be in effect for the first fifteen years of the term. EPNG respectfully requests the Commission accept this non-conforming rate provision.<sup>5</sup>

### **Tariff Records**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2021) and Subpart C of Part 154 of the Commission's regulations.<sup>6</sup>

Part I, Section 1 – Table of Contents lists the APS TSA as a non-conforming negotiated rate agreement. The index page for Part VII reflects the same update.

Part II, Section 5.6 reflects the removal of APS' Agreement No. 610506-FH8EPNG given that the new APS TSA includes the extension of the capacity previously held by Agreement No. 610506-FH8EPNG. Additionally, the index page for negotiated rate agreements found on Part II, Section 5.0<sup>7</sup> is updated to reflect the removal of APS' Agreement No. 610506-FH8EPNG.

Part VII, Sections 119.0 – 119.2 include the new APS TSA.

---

<sup>4</sup> Any redesignation request made by APS must be made in accordance with the requirements of Section 8.1(f)(iii) of the GT&C in EPNG's Tariff.

<sup>5</sup> This provision is similar to other rate provisions previously reviewed and accepted by the Commission. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP22-1250-000 (Oct. 25, 2022) (unpublished letter order) and *El Paso Natural Gas Co.*, Docket No. RP21-1107-000 (Oct. 12, 2021) (unpublished letter order).

<sup>6</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

<sup>7</sup> Currently, this tariff record remains pending before the Commission in Docket No. RP23-223-000. This tariff record reflects the inclusion of a new negotiated rate agreement on the index page for such agreements. For purposes of this instant filing, the proposed tariff record includes the modifications set forth in Docket No. RP23-223-000. Should that filing not be accepted by the Commission, EPNG will file to modify the tariff record proposed herein.

**Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>8</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

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

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective January 1, 2023, which is not less than thirty days nor more than sixty days following the submission 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 in to effect at the end of any minimal suspension period established by the Commission.

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 1087  
Colorado Springs, CO 80944  
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  
Telephone: (719) 520-4534  
David\_Cain@kindermorgan.com

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

---

<sup>8</sup> 18 C.F.R. §§ 154.1 – 154.603 (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/\_\_\_\_\_  
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 Colorado Springs, Colorado as of this 30<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
/s/

Ryan C. Leahy

Post Office Box 1087  
Colorado Springs, CO 80944  
(205) 325-7105

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents

Version 81.0.0

Part II: Statement of Rates

Section 5.0 Statement of Negotiated Rates

Version 47.0.0

Section 5.6 Reserved

Version 1.0.0

Part VII: Non-Conforming Agreements (index)

Version 80.0.0

Section 119.0 Arizona Public Service Company #617999-FH8EPNG

Version 0.0.0

Section 119.1 Arizona Public Service #617999-FH8EPNG Exh A

Version 0.0.0

Section 119.2 Arizona Public Service #617999-FH8EPNG Exh B

Version 0.0.0

## **Appendix B**



Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**ARIZONA PUBLIC SERVICE COMPANY**  
(Shipper)

Dated: September 26, 2022

# **Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: September 26, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** ARIZONA PUBLIC SERVICE COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Eight Hour Peaking "FTH-8"  
  
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   X   No

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

**TCD  
(Dth/d)**  
15,000

**Time Period**  
January 1, 2023 - December 31, 2049

11. **Term of Firm Transportation Service:** Beginning: January 1, 2023  
Ending: December 31, 2049

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:**  
ARIZONA PUBLIC SERVICE COMPANY  
400 N. 5th St., MS 9831  
Phoenix, AZ 85004  
Attn: Fuels Procurement

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

13. **Effect on Prior Agreement(s):** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations regarding Shipper's retention of the underlying capacity in this Agreement that was previously designated by the following agreement(s) shall be terminated: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 610506-FH8EPNG originally dated November 17, 2017.

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.**

**ARIZONA PUBLIC SERVICE COMPANY**

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

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

Accepted and agreed to this

Accepted and agreed to this

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

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

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

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

Dated: September 26, 2022

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
KEYSTONE	302132	DAPS PHX	300777	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
<b>TRANSPORTATION CONTRACT DEMAND</b>					15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000

**EXHIBIT A**  
**(CONT.)**

				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/
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F														
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M														
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH														
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH														
DAPS PHX	300777	320566	APS/EPNG OCOTILLO POWER PLANT (LOW														
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL														
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR														
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	525	
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN														
<b>CONTRACT METER QUANTITY (CMQ(s))</b>				<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>		

## Notes:

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

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

Dated: September 26, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2023 – December 31, 2027	(1a)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2028 – December 31, 2037	(1b)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2038 – December 31, 2049				

**EXHIBIT B**  
(CONT.)

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2023 – December 31, 2027	(1a)			
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2028 – December 31, 2037	(1b)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$22.8125 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4208 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

**EXHIBIT B**  
(CONT.)

Notes:

- 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

**ARIZONA PUBLIC SERVICE COMPANY**  
(Shipper)

Dated: September 26, 2022

# **Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: September 26, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** ARIZONA PUBLIC SERVICE COMPANY
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Eight Hour Peaking "FTH-8"  
  
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   X   No

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

**TCD**  
**(Dth/d)**  
15,000

**Time Period**  
January 1, 2023 - December 31, 2049

11. **Term of Firm Transportation Service:** Beginning: January 1, 2023  
Ending: December 31, 2049

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:**  
ARIZONA PUBLIC SERVICE COMPANY  
400 N. 5th St., MS 9831  
Phoenix, AZ 85004  
Attn: Fuels Procurement

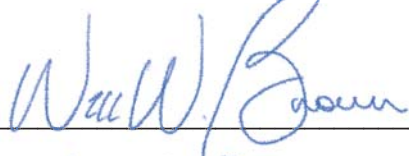
**To Transporter:** See "Points of Contact" in the Tariff.

13. **Effect on Prior Agreement(s):** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations regarding Shipper's retention of the underlying capacity in this Agreement that was previously designated by the following agreement(s) shall be terminated: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 610506-FH8EPNG originally dated November 17, 2017.

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

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


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

  
\_\_\_\_\_  
Will W. Brown  
\_\_\_\_\_  
Vice President Commercial

Accepted and agreed to this

21<sup>ST</sup> day of November, 2022.

**ARIZONA PUBLIC SERVICE COMPANY**

  
\_\_\_\_\_  
Justin M. Joiner  
\_\_\_\_\_  
VP Resource Management

Accepted and agreed to this

14 day of November, 2022.

EXHIBIT A

To The

Firm Hourly Transportation Service Agreement  
Rate Schedule FT-H

between

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

and

ARIZONA PUBLIC SERVICE COMPANY  
(Shipper)

Dated: September 26, 2022

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
KEYSTONE	302132	DAPS PHX	300777	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
TRANSPORTATION CONTRACT DEMAND					15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000

**EXHIBIT A**  
**(CONT.)**

				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/
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F														
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M														
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH														
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH														
DAPS PHX	300777	320566	APS/EPNG OCOTILLO POWER PLANT (LOW														
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL														
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR														
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	525	
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN														
<b>CONTRACT METER QUANTITY (CMQ(s))</b>				<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>		

**Notes:**

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

EXHIBIT B

To The

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

between

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

and

ARIZONA PUBLIC SERVICE COMPANY

(Shipper)

Dated: September 26, 2022

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	January 1, 2023 – December 31, 2027	(1a)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2028 – December 31, 2037	(1b)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2038 – December 31, 2049				

**EXHIBIT B**  
(CONT.)

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2023 – December 31, 2027	(1a)			
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2028 – December 31, 2037	(1b)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$22.8125 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4208 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.



**EXHIBIT B**  
(CONT.)

Notes:

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

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

**Clean Tariff Section(s)**

## TABLE OF CONTENTS

### **Part I: Overview**

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

### **Part II: Statement of Rates for Transportation of Natural Gas**

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

### **Part III: Rate Schedules**

Section 1	FT-1	Firm Transportation Service
Section 2	FT-2	Firm Transportation Service
Section 3	FT-H	Hourly Firm Transportation Service
Section 4	FTH-V	Small Shipper Firm Hourly Transportation-Virtual Area
Section 5	FDBS	Firm Daily Balancing Service
Section 6	NNTD	No-Notice Transportation Service - Daily
Section 7	NNTH	No-Notice Transportation Service - Hourly
Section 8	IT-1	Interruptible Transportation Service
Section 9	IHSW	Interruptible Hourly Swing Service
Section 10	ISS	Interruptible Storage Service
Section 11	PAL	Interruptible Parking and Lending Service
Section 12	OPAS	Operator Point Aggregation Service

### **Part IV: Transportation General Terms and Conditions**

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4      Requests for Services

- Section 4.1      Request for Service
- Section 4.2      Prospective Sale of Available Capacity
- Section 4.3      Availability of Firm Service
- Section 4.4      Obtaining Firm Service Within the Sales Timeline
- Section 4.5      Obtaining Firm Service Outside the Sales Timeline
- Section 4.6      Preparation of TSA
- Section 4.7      Capacity Reserved for Future Expansion Projects
- Section 4.8      Obtaining Interruptible Service
- Section 4.9      Off-System Capacity
- Section 4.10     Reserved
- Section 4.11     Electronic Execution of Agreements
- Section 4.12     Evergreen
- Section 4.13     Re-Contracting for a Higher Level of Service
- Section 4.14     Right-of-First-Refusal
- Section 4.15     Extension of Executed TSAs
- Section 4.16     Creditworthiness Requirement
- Section 4.17     Discounted Rates
- Section 4.18     Negotiated Rate Authority
- Section 4.19     Statutory Regulation
- Section 4.20     Assignments
- Section 4.21     Certification
- Section 4.22     Heating Values
- Section 4.23     Arbitration

Section 5      Service Conditions

Section 6      Nominations and Scheduling Procedures

- Section 6.1      Scheduling of Receipts and Deliveries
- Section 6.2      Capacity Allocation Procedure
- Section 6.3      Adjustments to Confirmations due to Supply Underperformance
- Section 6.4      Capacity Allocation in the Event of Force Majeure or Required Maintenance
- Section 6.5      Flow Day Diversion
- Section 6.6      Pooling
- Section 6.7      Improvement of Scheduling Priority

Section 7      Responsibility for Gas and Products

Section 8      Operating Provisions

- Section 8.1      Firm Service
- Section 8.2      Interruptible Service

Section 9 Capacity Release Program

- Section 9.1 Purpose
- Section 9.2 Applicability
- Section 9.3 Notice by Shipper Electing to Release Capacity
- Section 9.4 Notice of Pre-Arranged Release
- Section 9.5 Term of Released Capacity
- Section 9.6 Availability of Released Capacity
- Section 9.7 Open Season and Matching Period
- 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
- Section 9.12 Effective Date of Release and Acquisition
- Section 9.13 Notice of Offer to Purchase Capacity
- Section 9.14 Rates
- Section 9.15 Marketing Fee
- Section 9.16 Billing
- Section 9.17 Nominations, Scheduling and Recalls
- Section 9.18 Qualification for Participation in the Capacity Release Program
- Section 9.19 Compliance by Acquiring Shipper
- Section 9.20 Obligations of Releasing Shipper
- Section 9.21 Flexible Receipt and Delivery Point(s)
- Section 9.22 Refunds
- Section 9.23 Right to Terminate a Temporary Capacity Release

Section 10 Imbalance Management

- Section 10.1 Imbalance Administration
- Section 10.2 Imbalance Resolution
- Section 10.3 Cash Out
- Section 10.4 Maintenance of System Integrity
- Section 10.5 Allocation of Delivery Quantities
- Section 10.6 Allocation of Receipt Quantities

Section 11 System Operational Parameters

- Section 11.1 Strained and Critical Operating Condition Procedures
- Section 11.2 Flow Control Equipment
- Section 11.3 Force Majeure

Section 12 Billing and Payment

Section 13 Fuel and L&U

Section 14 Penalties

Section 15 Reserved

Section 16 Reservation Charge Credit

Section 17 Annual Charge Adjustment Surcharge

Section 18 Waivers

Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

#### **Part V: Forms of Transportation Service Agreements**

(Explanation of TSA Tariff Sections)

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

#### **Part VI: Graphical Illustrations**

Section 1	North/South System Map
-----------	------------------------

#### **Part VII: Non-Conforming Agreements**

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

**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
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-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
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG



**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

**List of Non-Conforming Agreements**

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

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

Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG  
Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas #FX227000  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
City of Dumas, Texas #FX224000  
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000  
City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
City of McLean, Texas #FX223000  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas #FX226000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas #FX225000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Whiteface, Texas #FX222000  
City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000  
City of Willcox, Arizona #97YU  
Comision Federal de Electricidad #FT3DM000  
Comision Federal de Electricidad #FT3DP000  
ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000, #FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000  
Duncan Valley Electric Cooperative, Inc. #982J  
El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG  
El Paso Electric Company OPAS Agreement #616642-OPASEPNG  
E.M.W. Gas Association #FX22A000  
E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000  
Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000  
Graham County Utilities, Inc. #97ZP  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000  
Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997  
MGI Supply, Ltd. IT-1 Agreement #9HJH  
MGI Supply, Ltd. IT-1 Agreement #9L5N  
Mex Gas Supply, S.L. #612654-FT1EPNG  
Mex Gas Supply, S.L. #612652-FT1EPNG

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

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

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

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

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

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  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #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  
Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG  
Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000

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

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 #FT3AB000  
UNS Gas, Inc. FTH-3 Agreement #H3229000  
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.                              |

**Statement of Negotiated Rates**

Section 5.1	Pacific Gas & Electric Co. (Core Gas Supply) #614437-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Southwestern Public Service Company #610337-FH8EPNG
Section 5.6	Reserved
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	EOG Resources, Inc. #FT3JZ000-FT1EPNG
Section 5.10	Southwestern Public Service Company #611653-FH8EPNG
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Upstream Energy Services LLC #615017-FT1EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Devon Gas Services, L.P. #615734-FT1EPNG
Section 5.28	Direct Energy Business Marketing, LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	PDC Permian, Inc. #617645-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Devon Gas Services, L.P. #616483-FT1EPNG
Section 5.40	Hartree Partners, LP #614700-FT1EPNG
Section 5.41	MIECO LLC #617902-FT1EPNG

Section 5.42	Radiate Energy LLC #617939-FT1EPNG
Section 5.43	Eco-Energy Natural Gas, LLC #617940-FT1EPNG
Section 5.44	Eco-Energy Natural Gas, LLC #612617-FT1EPNG
Section 5.45	Morgan Stanley Capital Group Inc. #612615-FT1EPNG
Section 5.46	ETC Marketing, Ltd. #617944-FT1EPNG
Section 5.47	EOG Resources, Inc. #617664-FT1EPNG
Section 5.48	MIECO LLC #618189-FT1EPNG



Reserved

## NON-CONFORMING AGREEMENTS

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

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**ARIZONA PUBLIC SERVICE COMPANY**  
(Shipper)

Dated: September 26, 2022

## Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: September 26, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

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

Agreement No. 617999-FH8EPNG

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

**TCD**  
**(Dth/d)**  
15,000

**Time Period**  
January 1, 2023 - December 31, 2049

11. **Term of Firm Transportation Service:** Beginning: January 1, 2023  
Ending: December 31, 2049

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:**  
ARIZONA PUBLIC SERVICE COMPANY  
400 N. 5th St., MS 9831  
Phoenix, AZ 85004  
Attn: Fuels Procurement

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

13. **Effect on Prior Agreement(s):** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations regarding Shipper's retention of the underlying capacity in this Agreement that was previously designated by the following agreement(s) shall be terminated: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 610506-FH8EPNG originally dated November 17, 2017.

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.**

**ARIZONA PUBLIC SERVICE COMPANY**

---

---

---

Accepted and agreed to this

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

---

---

---

Accepted and agreed to this

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

Agreement No. 617999-FH8EPNG

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

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

Dated: September 26, 2022

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
KEystone	302132	DAPS PHX	300777	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
TRANSPORTATION CONTRACT DEMAND					15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000

Ex. A-1

Issued on: November 30, 2022

Effective on: January 1, 2023



Agreement No. 617999-FH8EPNG

**EXHIBIT A**  
(CONT.)

				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/
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F														
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M														
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH														
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH														
DAPS PHX	300777	320566	APS/EPNG OCOTILLO POWER PLANT (LOW														
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL														
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR														
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	525	
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN														
<b>CONTRACT METER QUANTITY (CMQ(s))</b>				<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>		

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-2

Agreement No. 617999-FH8EPNG

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

Dated: September 26, 2022

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2023 – December 31, 2027	(1a)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2028 – December 31, 2037	(1b)			
As listed in Exhibit A	As listed in Exhibit A	January 1, 2038 – December 31, 2049				

Ex. B-1

Agreement No. 617999-FH8EPNG

**EXHIBIT B**  
 (CONT.)

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2023 – December 31, 2027	(1a)			
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2028 – December 31, 2037	(1b)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$22.8125 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4208 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

Agreement No. 617999-FH8EPNG

**EXHIBIT B**  
(CONT.)

Notes:

- 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-3

**Marked Tariff Section(s)**

## TABLE OF CONTENTS

### **Part I: Overview**

Section 1	Table of Contents
Section 2	Preliminary Statement
Section 3	Map
Section 4	Points of Contact

### **Part II: Statement of Rates for Transportation of Natural Gas**

Section 1	Service Rates
Section 1.1	Production Area Rates
Section 1.2	Texas Rates
Section 1.3	New Mexico Rates
Section 1.4	Arizona Rates
Section 1.5	Nevada Rates
Section 1.6	California Rates
Section 1.7	Lateral Facilities and System-wide Balancing and Storage Rates
Section 1.8	Firm Small Shipper Service Rates
Section 1.9	Interruptible and PAL Rates
Section 2	Charge/Penalty Rates
Section 3	Fuel and L&U Rates
Section 4	Footnotes
Section 5	Statement of Negotiated Rates

### **Part III: Rate Schedules**

Section 1	FT-1	Firm Transportation Service
Section 2	FT-2	Firm Transportation Service
Section 3	FT-H	Hourly Firm Transportation Service
Section 4	FTH-V	Small Shipper Firm Hourly Transportation-Virtual Area
Section 5	FDBS	Firm Daily Balancing Service
Section 6	NNTD	No-Notice Transportation Service - Daily
Section 7	NNTH	No-Notice Transportation Service - Hourly
Section 8	IT-1	Interruptible Transportation Service
Section 9	IHSW	Interruptible Hourly Swing Service
Section 10	ISS	Interruptible Storage Service
Section 11	PAL	Interruptible Parking and Lending Service
Section 12	OPAS	Operator Point Aggregation Service

### **Part IV: Transportation General Terms and Conditions**

Section 1	Definitions
Section 2	Measurement
Section 3	Quality

Section 4      Requests for Services

- Section 4.1      Request for Service
- Section 4.2      Prospective Sale of Available Capacity
- Section 4.3      Availability of Firm Service
- Section 4.4      Obtaining Firm Service Within the Sales Timeline
- Section 4.5      Obtaining Firm Service Outside the Sales Timeline
- Section 4.6      Preparation of TSA
- Section 4.7      Capacity Reserved for Future Expansion Projects
- Section 4.8      Obtaining Interruptible Service
- Section 4.9      Off-System Capacity
- Section 4.10      Reserved
- Section 4.11      Electronic Execution of Agreements
- Section 4.12      Evergreen
- Section 4.13      Re-Contracting for a Higher Level of Service
- Section 4.14      Right-of-First-Refusal
- Section 4.15      Extension of Executed TSAs
- Section 4.16      Creditworthiness Requirement
- Section 4.17      Discounted Rates
- Section 4.18      Negotiated Rate Authority
- Section 4.19      Statutory Regulation
- Section 4.20      Assignments
- Section 4.21      Certification
- Section 4.22      Heating Values
- Section 4.23      Arbitration

Section 5      Service Conditions

Section 6      Nominations and Scheduling Procedures

- Section 6.1      Scheduling of Receipts and Deliveries
- Section 6.2      Capacity Allocation Procedure
- Section 6.3      Adjustments to Confirmations due to Supply Underperformance
- Section 6.4      Capacity Allocation in the Event of Force Majeure or Required Maintenance
- Section 6.5      Flow Day Diversion
- Section 6.6      Pooling
- Section 6.7      Improvement of Scheduling Priority

Section 7      Responsibility for Gas and Products

Section 8      Operating Provisions

- Section 8.1      Firm Service
- Section 8.2      Interruptible Service

Section 9 Capacity Release Program

- Section 9.1 Purpose
- Section 9.2 Applicability
- Section 9.3 Notice by Shipper Electing to Release Capacity
- Section 9.4 Notice of Pre-Arranged Release
- Section 9.5 Term of Released Capacity
- Section 9.6 Availability of Released Capacity
- Section 9.7 Open Season and Matching Period
- 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
- Section 9.12 Effective Date of Release and Acquisition
- Section 9.13 Notice of Offer to Purchase Capacity
- Section 9.14 Rates
- Section 9.15 Marketing Fee
- Section 9.16 Billing
- Section 9.17 Nominations, Scheduling and Recalls
- Section 9.18 Qualification for Participation in the Capacity Release Program
- Section 9.19 Compliance by Acquiring Shipper
- Section 9.20 Obligations of Releasing Shipper
- Section 9.21 Flexible Receipt and Delivery Point(s)
- Section 9.22 Refunds
- Section 9.23 Right to Terminate a Temporary Capacity Release

Section 10 Imbalance Management

- Section 10.1 Imbalance Administration
- Section 10.2 Imbalance Resolution
- Section 10.3 Cash Out
- Section 10.4 Maintenance of System Integrity
- Section 10.5 Allocation of Delivery Quantities
- Section 10.6 Allocation of Receipt Quantities

Section 11 System Operational Parameters

- Section 11.1 Strained and Critical Operating Condition Procedures
- Section 11.2 Flow Control Equipment
- Section 11.3 Force Majeure

Section 12 Billing and Payment

Section 13 Fuel and L&U

Section 14 Penalties

Section 15 Reserved

Section 16 Reservation Charge Credit

Section 17 Annual Charge Adjustment Surcharge

Section 18 Waivers



Section 19	Descriptive Headings
Section 20	Electronic Bulletin Board
Section 21	Affiliate-Related Information
Section 22	Adverse Claims to Natural Gas
Section 23	Compliance with 18 CFR, Section 284.12
Section 24	Taxes
Section 25	Indemnification/Liability
Section 26	Complaint Procedures
Section 27	Miscellaneous Surcharges
Section 28	Reserved
Section 29	Reserved
Section 30	Reserved
Section 31	Reserved
Section 32	Reserved
Section 33	Reserved
Section 34	Reserved
Section 35	Reserved
Section 36	Reserved
Section 37	Article 11.2 Provisions

#### **Part V: Forms of Transportation Service Agreements**

(Explanation of TSA Tariff Sections)

Section 1	Rate Schedule FT-1
Section 2	Rate Schedule FT-2
Section 3	Rate Schedule FT-H
Section 4	Rate Schedule FTH-V
Section 5	Rate Schedule FDBS
Section 6	Rate Schedule NNTD
Section 7	Rate Schedule NNTH
Section 8	Rate Schedule IT-1
Section 9	Rate Schedule IHSW
Section 10	Rate Schedule ISS
Section 11	Rate Schedule PAL
Section 12	Rate Schedule OPAS

#### **Part VI: Graphical Illustrations**

Section 1	North/South System Map
-----------	------------------------

#### **Part VII: Non-Conforming Agreements**

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	ConocoPhillips Company #FT276000
Section 4	Navajo Tribal Utility Authority #FT2AN000
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG

**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
Section 26	Arizona Public Service Company #FT3HX000
Section 27	Arizona Public Service Company #FT39H000
Section 28	Arizona Public Service Company #H822E000
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	XTO Energy Inc. #613718-FT1EPNG
Section 32	Southwest Gas Corporation #613297-FT1EPNG
Section 33	Southern California Gas Company #615178-FT1EPNG
Section 34	MRC Permian Company #612815-FT1EPNG
Section 35	Targa Gas Marketing LLC #611666-FT1EPNG
Section 36	MRC Permian Company #610837-FT1EPNG
Section 37	Tucson Electric Power Company #613296 FT1EPNG
Section 38	Tucson Electric Power Company Letter Agreement
Section 39	Tucson Electric Power Company #FT3AC000-FT1EPNG
Section 40	Tucson Electric Power Company #H222Q000-FH12EPNG
Section 41	Tucson Electric Power Company #H222R000-FH12EPNG
Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-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
Section 74	E.M.W. Gas Association # FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement
Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG

**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
<b>Section 119</b>	<b>Arizona Public Service Company #617999-FH8EPNG</b>

**List of Non-Conforming Agreements**

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

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

Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG

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

Chemical Lime Company of Arizona #982F

City of Benson, Arizona #982B

City of Deming #982H

City of Denver City, Texas #FX227000

City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000

City of Dumas, Texas #FX224000

City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000

City of Lordsburg #FX22B000

City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000

City of McLean, Texas #FX223000

City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000

City of Morton, Texas #FX226000

City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000

City of Plains, Texas #FX225000

City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000

City of Safford, Arizona #9824

City of Socorro, New Mexico #9828

City of Whiteface, Texas #FX222000

City of Whiteface, Texas Letter Agreement dated September 10, 2014 for Agreement #FX222000

City of Willcox, Arizona #97YU

Comision Federal de Electricidad #FT3DM000

Comision Federal de Electricidad #FT3DP000

ConocoPhillips Company Letter Agreement dated February 20, 2015 for Agreement #FT3E9000,  
#FT3EA000, #FT3EB000, #FT276000, #FT3E2000 and #FT3DJ000

Duncan Valley Electric Cooperative, Inc. #982J

El Paso Electric Company FTH-16 Agreement #H6223000-FH16EPNG

El Paso Electric Company OPAS Agreement #616642-OPASEPNG

E.M.W. Gas Association #FX22A000

E.M.W. Gas Association Letter Agreement dated December 29, 2014 for Agreement #FX22A000

Freeport-McMoRan Corporation FT-1 Agreement #FT2CE000

Freeport-McMoRan Corporation FT-1 Agreement #FT2CF000

Graham County Utilities, Inc. #97ZP

Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000

Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000

Las Cruces, New Mexico City of, FT-1 Agreement #FT2AJ000

Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG

Mesa, Arizona City of, FT-1 Agreement #FT2AF000

Mexicana de Cobre, S.A. de C.V. #FT369000

MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997

MGI Supply, Ltd. IT-1 Agreement #9HJH

MGI Supply, Ltd. IT-1 Agreement #9L5N

Mex Gas Supply, S.L. #612654-FT1EPNG

Mex Gas Supply, S.L. #612652-FT1EPNG

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

Mex Gas Supply, S.L. #612653-FT1EPNG

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

Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000

Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000

Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000

New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000

Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000

Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000

Salt River Project Agricultural Improvement  
and Power District OPASA #OA237000

Salt River Project Agricultural Improvement  
and Power District Letter Agreement dated November 22, 2013 for Agreement #OA233000 and #H222T000

Salt River Project Agricultural Improvement  
and Power District Master PAL Agreement

Sempra Gas & Power Marketing, LLC FT-1 Agreement #611727-FT1EPNG

Sterling Natural Gas, Inc. #982T

Southwest Gas Corporation Letter Agreement

Southwest Gas Corporation FT-1 Agreement #FT28M000-FTAEPNG

Texas Gas Service Company, a division of ONE Gas, Inc. Letter Agreement dated June 23, 2014 for Agreement #FT3CP000, #H322A000, #H322B000 and #OA232000

Texas Gas Service Company, a division of ONE Gas, Inc. #OA232000

Town of Mountainair, NM Letter Agreement dated December 8, 2014 for Agreement #FX228000  
Town of Mountainair #FX228000

Tucson Electric Power Company Letter Agreement dated August 1, 2013 for Agreement #FT3AC000-FT1EPNG, #H222R000-FH12EPNG and #H222Q000-FH12EPNG

UNS Gas, Inc. Letter Agreement dated August 1, 2013 for Agreement #H3229000, #FT3AB000, #H2229000 and #OA22Z000

UNS Gas, Inc. FTH-12 Agreement #H222P000-FH12EPNG

Village of Corona, NM Letter Agreement dated December 8, 2014 for Agreement #FX229000  
Village of Corona, NM #FX229000

Zia Natural Gas Company #9823

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

Apache Corporation #612956-FT1EPNG

Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EH000

Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000

Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000

Arizona Public Service Company FT-1 Agreement #FT39D000

Arizona Public Service Company FT-1 Agreement #FT39E000

Arizona Public Service Company FT-1 Agreement #FT39H000

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

Arizona Public Service Company FT-1 Agreement #FT3HX000

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

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

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

MRC Permian Company FT-1 Agreement #610837-FT1EPNG

MRC Permian Company FT-1 Agreement #612815-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG

New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG

Pioneer Natural Resources USA, Inc. #FT3HH000

Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG

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

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

Public Service Company of New Mexico FT-1 Agreement #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

Southwest Gas Corporation FTH-3 Agreement #616139-FH3EPNG



Southwest Gas Corporation FT-1 Agreement #616140-FT1EPNG

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

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

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

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

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

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 #FT3AB000

UNS Gas, Inc. FTH-3 Agreement #H3229000

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.                              |

**Statement of Negotiated Rates**

Section 5.1	Pacific Gas & Electric Co. (Core Gas Supply) #614437-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Southwestern Public Service Company #610337-FH8EPNG
Section 5.6	<del>Arizona Public Service Company #610506-FH8EPNG</del> <u>Reserved</u>
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	EOG Resources, Inc. #FT3JZ000-FT1EPNG
Section 5.10	Southwestern Public Service Company #611653-FH8EPNG
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Upstream Energy Services LLC #615017-FT1EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Devon Gas Services, L.P. #615734-FT1EPNG
Section 5.28	Direct Energy Business Marketing, LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	PDC Permian, Inc. #617645-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Devon Gas Services, L.P. #616483-FT1EPNG
Section 5.40	Hartree Partners, LP #614700-FT1EPNG
Section 5.41	MIECO LLC #617902-FT1EPNG

Section 5.42	Radiate Energy LLC #617939-FT1EPNG
Section 5.43	Eco-Energy Natural Gas, LLC #617940-FT1EPNG
Section 5.44	Eco-Energy Natural Gas, LLC #612617-FT1EPNG
Section 5.45	Morgan Stanley Capital Group Inc. #612615-FT1EPNG
Section 5.46	ETC Marketing, Ltd. #617944-FT1EPNG
Section 5.47	EOG Resources, Inc. #617664-FT1EPNG
Section 5.48	MIECO LLC #618189-FT1EPNG

~~Statement of Negotiated Rates  
(Rates per Dth/day)~~

<del>Rate Schedule FTH 8</del>	<del>Term of</del>	<del>TCD</del>	<del>Reservation</del>	<del>Usage</del>	<del>Primary Receipt</del>	<del>Primary Delivery</del>
<del>Shipper Identification</del>	<del>Service</del>	<del>(Dth/d)</del>	<del>Rate 1/</del>	<del>Rate</del>	<del>Point(s)</del>	<del>Point(s)</del>
<del>Arizona Public Service Company</del>	<del>1/1/18 12/31/22</del>	<del>15,000</del>	<del>1a/</del>	<del>1/</del>	<del>KEYSTONE (302132)</del>	<del>DAPS PHX (300777)</del>
			<del>1a/</del>	<del>1/</del>	<del>Alternate Receipt</del>	<del>Alternate Delivery</del>
					<del>Point(s)</del>	<del>Point(s)</del>
					<del>STML PER (302346)</del>	<del>DAPS PHX (300777)</del>
					<del>STML SJN (302347)</del>	<del>DAPS YUM (330458)</del>
					<del>STML ANA (302344)</del>	<del>DSCALTOP (332503)</del>

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

~~1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.5885 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT H reservation rate for the corresponding rate zone 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.~~

~~4/ This contract does not deviate in any material aspect from the form of service agreement.~~

Reserved

## NON-CONFORMING AGREEMENTS

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

Section 42	UNS Gas, Inc. Letter Agreement
Section 43	UNS Gas, Inc. #FT3AB000
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #H3229000
Section 46	Texas Gas Service Company #H322A000
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Texas Gas Service Company #FT3CP000
Section 52	Texas Gas Service Company #H322B000
Section 54	Texas Gas Service Company #OA232000
Section 55	City of Plains, Texas Letter Agreement
Section 56	City of Plains, Texas #FX225000
Section 57	City of Morton, Texas Letter Agreement
Section 58	City of Morton, Texas #FX226000
Section 59	City of McLean, Texas Letter Agreement
Section 60	City of McLean, Texas #FX223000
Section 61	City of Denver City, Texas Letter Agreement
Section 62	City of Denver City, Texas #FX227000
Section 63	City of Whiteface, Texas Letter Agreement
Section 64	City of Whiteface, Texas #FX222000
Section 65	City of Dumas, Texas Letter Agreement
Section 66	City of Dumas, Texas #FX224000
Section 67	Village of Corona, NM Letter Agreement
Section 68	Village of Corona, NM #FX229000
Section 69	Town of Mountainair, NM Letter Agreement
Section 70	Town of Mountainair, NM #FX228000
Section 71	City of Lordsburg, NM Letter Agreement
Section 72	City of Lordsburg, NM #FX22B000
Section 73	E.M.W. Gas Association Letter Agreement
Section 74	E.M.W. Gas Association #FX22A000
Section 75	ConocoPhillips Company Letter Agreement
Section 76	XTO Energy Inc. #613717-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	Saavi Energy Solutions, LLC #611596-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Public Service Company of New Mexico #FT3EQ000
Section 81	Public Service Company of New Mexico #FT3ER000
Section 82	Public Service Company of New Mexico #617905-FT1EPNG
Section 83	Public Service Company of New Mexico #617906-FT1EPNG
Section 84	Public Service Company of New Mexico #617907-FH12EPNG
Section 85	Public Service Company of New Mexico #617908-FH12EPNG
Section 86	New Mexico Gas Company, Inc. Letter Agreement

Section 87	New Mexico Gas Company, Inc. #FT3FV000-FT1EPNG
Section 88	New Mexico Gas Company, Inc. #FT3FW000-FT1EPNG
Section 89	New Mexico Gas Company, Inc. #FT3FX000-FT1EPNG
Section 90	New Mexico Gas Company, Inc. #FT3FY000-FT1EPNG
Section 91	Comisión Federal de Electricidad #FT3H4000
Section 92	Arizona Public Service Company #613904-FH8EPNG
Section 93	XTO Energy Inc. #613719-FT1EPNG
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	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
<u>Section 119</u>	<u>Arizona Public Service Company #617999-FH8EPNG</u>



Agreement No. 617999-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

**ARIZONA PUBLIC SERVICE COMPANY**  
(Shipper)

Dated: September 26, 2022

Agreement No. 617999-FH8EPNG

**Firm Hourly Transportation Service Agreement**

Rate Schedule FT-H

Dated: September 26, 2022

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: EL PASO NATURAL GAS COMPANY, L.L.C.**
2. **Shipper: ARIZONA PUBLIC SERVICE COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 1A, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Hourly Transportation Service:** Eight Hour Peaking "FTH-8"  
  
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    X    No

Agreement No. 617999-FH8EPNG

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

**TCD**

**(Dth/d)**

15,000

**Time Period**

January 1, 2023 - December 31, 2049

**11. Term of Firm Transportation Service:** Beginning: January 1, 2023  
Ending: December 31, 2049

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:**

ARIZONA PUBLIC SERVICE COMPANY

400 N. 5th St., MS 9831

Phoenix, AZ 85004

Attn: Fuels Procurement

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

**13. Effect on Prior Agreement(s):** For the avoidance of doubt and effective upon the execution of this Agreement, any rights and obligations regarding Shipper's retention of the underlying capacity in this Agreement that was previously designated by the following agreement(s) shall be terminated: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 610506-FH8EPNG originally dated November 17, 2017.

**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.**

**ARIZONA PUBLIC SERVICE COMPANY**

Accepted and agreed to this

Accepted and agreed to this

day of, 2022.

day of, 2022.

Agreement No. 617999-FH8EPNG

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

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

Dated: September 26, 2022

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

					<u>Maximum Quantity-D-Code (Dth/d) 1/</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>KEYSTONE</u>	<u>302132</u>	<u>DAPS PHX</u>	<u>300777</u>	<u>SS1</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
<u>TRANSPORTATION CONTRACT DEMAND</u>					<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>

Ex. A-1

Agreement No. 617999-FH8EPNG

**EXHIBIT A**  
**(CONT.)**

				<u>Contract Meter Quantity (CMQ(s)) 2/</u>													
<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Meter No.</u>	<u>Description</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>Delivery Pressure (p.s.i.g) Not less than 3/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 3/</u>
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">334795</a>	<a href="#">APS/EPNG SAGUARO POWER PLANT (LOW F</a>														
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">332549</a>	<a href="#">APS/EPNG WEST PHOENIX POWER PLANT M</a>														
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">330596</a>	<a href="#">APS/EPNG OCOTILLO POWER PLANT (HIGH</a>														
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">330037</a>	<a href="#">APS/EPNG SAGUARO POWER PLANT (HIGH</a>														
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">320566</a>	<a href="#">APS/EPNG OCOTILLO POWER PLANT (LOW</a>														
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">314971</a>	<a href="#">APS/EPNG SAGUARO POWER PLANT PINAL</a>														
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">314553</a>	<a href="#">APS/EPNG REDHAWK POWER PLANT #2 MAR</a>														
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">314552</a>	<a href="#">APS/EPNG REDHAWK POWER PLANT #1 MAR</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">15,000</a>	<a href="#">525</a>	
<a href="#">DAPS PHX</a>	<a href="#">300777</a>	<a href="#">314551</a>	<a href="#">APS/EPNG SUNDANCE ENERGY POWER PLAN</a>														
<b>CONTRACT METER QUANTITY (CMQ(s))</b>				<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>		

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-2

Agreement No. 617999-FH8EPNG

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

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

Dated: September 26, 2022

<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>January 1, 2023 – December 31, 2027</u>	<u>(1a)</u>			
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2028 – December 31, 2037</u>	<u>(1b)</u>			
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2038 – December 31, 2049</u>				

Ex. B-1

Agreement No. 617999-FH8EPNG

**EXHIBIT B**  
**(CONT.)**

<u>Primary and Alternate Receipt Point(s) / Location(s)</u>	<u>Point Identification Number (PIN)</u>	<u>Primary and Alternate Delivery Point(s) / Location(s)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2023 – December 31, 2027	(1a)			
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points within the State of Arizona as they may be changed from time to time, except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff	January 1, 2028 – December 31, 2037	(1b)			

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-H or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$22.8125 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$23.4208 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Alternate Point ("Eligible Alternate Point") listed in the table immediately above in this Exhibit B, with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary point and to the extent the requirements in Exhibits A and B for the charging of the negotiated reservation rate are met. Shipper's request to redesignate its existing primary point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

Ex. B-2

Agreement No. 617999-FH8EPNG

**EXHIBIT B**  
**(CONT.)**

Notes:

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-3