



September 27, 2024

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

Attention: Ms. Debbie-Anne A. Reese, Acting Secretary

Re: Non-Conforming Agreement Filing;  
El Paso Natural Gas Company, L.L.C.;  
Docket No. RP24-

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A.

Proposed with an effective date of October 1, 2024, these tariff records update EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff") to reflect a permanent capacity release from an existing non-conforming, negotiated rate transportation service agreement ("TSA") with Saavi ("Saavi") to JPMorgan Chase Bank, N.A. ("JPMorgan"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the October 1, 2024 effective date, as discussed below.

### **Background**

On October 1, 2018, EPNG filed a non-conforming, negotiated rate TSA executed with Saavi (i.e., Agreement No. 611596-FT1EPNG) for the Commission's review and acceptance ("Saavi Filing"). The non-conforming rate provision shown in Note 1a of Exhibit B of the TSA included language that permitted Saavi to redesignate any of its existing primary points pursuant to EPNG's Tariff provisions at the same negotiated reservation rate applicable to its primary points. The Commission issued an order on October 18, 2018 accepting the Saavi Filing.<sup>1</sup> Subsequent to the Commission's order, Saavi's TSA was amended as a result of two permanent capacity releases.<sup>2</sup>

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP19-23-000 (Oct. 18, 2018) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP20-174-000 (Nov. 26, 2019) (unpublished letter order);  
*El Paso Natural Gas Co.*, Docket No. RP20-673-000 (Apr. 8, 2020) (unpublished letter order).

## **Reason for Filing**

On August 12, 2024, Saavi and JPMorgan filed a joint petition in Docket No. RP24-968-000 requesting the Commission grant a temporary and limited waiver of the capacity release regulations as well as the relevant capacity release tariff provisions found in EPNG's Tariff ("Joint Petition"). This Joint Petition was proposed to facilitate the assignment and permanent release of capacity at the same underlying negotiated reservation rate under a firm TSA between Saavi and EPNG to JPMorgan. The Commission issued an order granting the waivers requested by the Joint Petition on September 6, 2024.<sup>3</sup>

Following the Commission's order on the Joint Petition, Saavi permanently released the capacity on its TSA to JPMorgan. Subsequently, EPNG and JPMorgan executed a new non-conforming TSA (i.e., Agreement No. 620901-FT1EPNG) for a term corresponding to the remainder of the term for the Saavi TSA and that included the same underlying negotiated reservation rate applicable to the Saavi TSA. The non-conforming rate provision from Saavi's TSA is also mirrored in the JPMorgan TSA. Therefore, in accordance with Section 154.112(b) of the Commission's regulations<sup>4</sup> and the Commission's policy statement regarding negotiated rates,<sup>5</sup> EPNG is submitting the JPMorgan TSA for the Commission's review and acceptance.

## **Description of the Agreement**

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

### *Negotiated Rate*

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, EPNG and JPMorgan agreed to a negotiated reservation rate that is not subject to the maximum or minimum for the new TSA consistent with the Joint Petition. Consequently, the JPMorgan TSA contains rate language in Exhibit B, Note 1a, stating a fixed negotiated reservation rate of \$12.5875 per Dth per month that JPMorgan will pay for the contracted service between its primary points. Additionally, that same negotiated rate will apply to the alternate receipt/delivery point combinations as identified in the TSA.

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<sup>3</sup> *Saavi Energy Solutions, LLC*, 188 FERC ¶ 61,158 (2024).

<sup>4</sup> 18 C.F.R. § 154.112(b) (2024).

<sup>5</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").

*Point Redesignation Rate Language*

Section 8.1(f)(iii) of the GT&C 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.

Consistent with the permanent release of the Saavi TSA capacity, the JPMorgan TSA contains language in Exhibit B, Note 1a, stating that the negotiated rate applicable to the primary points will also apply to any non-incrementally priced point should JPMorgan request and receive approval to redesignate a primary point.<sup>6</sup> Although this language is non-conforming, the sole purpose of this provision is to expressly identify the rate to be applied in the event EPNG grants a point redesignation request submitted by JPMorgan in accordance with the requirements of Section 8.1(f)(iii) of the GT&C. Given that the provision in Note 1a addresses only rate applicability and does not adversely affect other shippers, EPNG requests that the Commission deem this non-conforming provision permissible.

**Tariff Provisions**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of the Commission's regulations.<sup>7</sup>

The Table of Contents found in Part I, Section 1 and the index for Part VII are updated to include references to the JPMorgan TSA (i.e., Agreement No. 620901-FT1EPNG) on the applicable list. The references to the Saavi TSA are removed from the lists.

Part VII, Sections 78.0-78.2 are updated to reflect the new JPMorgan TSA and to remove the Saavi TSA from the Tariff.

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<sup>6</sup> In Exhibit B, the parties have agreed that the underlying negotiated transportation rate will apply to certain EPNG receipt and delivery point combinations. Consistent with EPNG's Tariff and as noted in the JPMorgan TSA, the negotiated rate will not apply to point redesignations involving incrementally-priced points (e.g., points on the Willcox Lateral).

<sup>7</sup> See 18 C.F.R. §§ 154.201 - 154.210 (2024) (Subpart C).

**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 version of the JPMorgan TSA;
- d) Appendix C, an executed copy of the JPMorgan TSA; and
- e) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective October 1, 2024, consistent with the effective date of the JPMorgan TSA and the terms of the capacity release. Given that Saavi released its capacity to JPMorgan following the issuance of the Commission's order on the Joint Petition and, subsequently, the JPMorgan TSA was formed and recently executed, EPNG requests the Commission grant a waiver of the notice requirements for good cause shown as permitted by 18 C.F.R. § 154.207 (2024) of the Commission's regulations. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records into effect at the end of any minimal suspension period.

Correspondence and communications concerning this filing should be directed to:

Ms. Shelly L. Busby  
Director, Regulatory  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (719) 520-4657  
EPNGRegulatoryAffairs@kindermorgan.com

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

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2024)).

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<sup>8</sup> See 18 C.F.R. §§ 154.1 – 154.603 (2024).

The undersigned hereby certifies that she 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 her knowledge and belief; and (iii) that she possesses full power and authority to sign this filing.

Respectfully submitted,

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

By \_\_\_\_\_ /s/  
Shelly L. Busby  
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 27<sup>th</sup> day of September 2024.

\_\_\_\_\_  
/s/  
Shelly L. Busby

Post Office Box 1087  
Colorado Springs, CO 80944-1087  
(719) 520-4657

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

Third Revised Volume No. 1A

Part I: Overview

Section 1 Table of Contents Version 97.0.0

Part VII: Non-Conforming Agreements

Section 78.0 JPMorgan Chase Bank, N.A. #620901-FT1EPNG Version 95.0.0  
Section 78.1 JPMorgan Chase Bank #620901-FT1EPNG Exhibit A Version 5.0.0  
Section 78.2 JPMorgan Chase Bank #620901-FT1EPNG Exhibit B Version 5.0.0

## **Appendix B**



Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**JPMORGAN CHASE BANK, N.A.**  
(Shipper)

Dated: September 20, 2024

**Transportation Service Agreement**

Rate Schedule FT-1

Dated: September 20, 2024

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

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

TCD (Dth/d)	Time Period
65,000	October 1, 2024 - October 31, 2030

11. **Term of Firm Transportation Service:** Beginning: October 1, 2024  
Ending: October 31, 2030

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:**  
JPMORGAN CHASE BANK, N.A.  
600 Travis Street 19<sup>th</sup> Floor  
Houston, TX 77002  
Attn: physical.naturalgas.group@jpmorgan.com

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

13. **Effect on Prior Agreement(s):** N/A.

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

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

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

**JPMORGAN CHASE BANK, N.A.**

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

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

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**JPMORGAN CHASE BANK, N.A.**  
(Shipper)

Dated: September 20, 2024

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: See ¶11

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
BLANCO	300714	INORBAJA	301693	CC1						16,602	17,165	21,755	127			6,947		
BLANCO	300714	INORBAJA	301693	NS3			16,972	22,280	21,985	5,228	4,714	978	21,398	64		12,500		
BLANCO	300714	DPG&ETOP	314604	NN1	43,339	100										8,949		
KEYSTONE	302132	INORBAJA	301693	SN2-CC1	10,000	8,795										8,454		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3		47,518	48,000	1,000	20,000	31,000	43,000	34,000	20,000	45,000	19,931	16,546		
KEYSTONE	302132	INORBAJA	301693	SS1	11,661	7,900	28	41,720	23,015	12,170	121	8,267	23,475	19,936	45,069	11,604		
KEYSTONE	302132	DPG&ETOP	314604	SN2		687												
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>		

Notes:

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

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**JPMORGAN CHASE BANK, N.A.**  
 (Shipper)

Dated: September 20, 2024

<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	See ¶ 11	1a/			

<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>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		DSCALEHR	301016					
		INORBAJA	301693					
		DPG&ETOP	314604					
		DSCALTOP	332503					
		IBLYTHE	314980					
		DMOJAVE	332505					
		ICADIZ	301377					
STML ANA	302344	DAGMOJ	332569	See ¶ 11	1a/			
STML PER	302346	IMSQUITE	398670					
STML SJN	302347	IGRIFFTH	320614					
		IARLVALY	314985					
		KRAMER	332554					
		SIDEWNR	332555					
		PASTORIA	332553					
		SOCWR	332531					
		LAPALOMA	302144					

**EXHIBIT B  
(CONT.)**

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

## **Appendix C**

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**JPMORGAN CHASE BANK, N.A.**  
(Shipper)

Dated: September 20, 2024



**Transportation Service Agreement**

Rate Schedule FT-1

Dated: September 20, 2024

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

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

TCD (Dth/d)	Time Period
65,000	October 1, 2024 - October 31, 2030

11. **Term of Firm Transportation Service:** Beginning: October 1, 2024  
Ending: October 31, 2030

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:**

JPMORGAN CHASE BANK, N.A.  
600 Travis Street 19<sup>th</sup> Floor  
Houston, TX 77002  
Attn: physical.naturalgas.group@jpmorgan.com

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

13. **Effect on Prior Agreement(s):** N/A.

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

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

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

**JPMORGAN CHASE BANK, N.A.**

WILL W. BROWN

Nikki Palacio

Chief Commercial Officer – West Region  
Gas Pipelines

Executive Director

Accepted and agreed to this

Accepted and agreed to this

24 September  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

24 September  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**JPMORGAN CHASE BANK, N.A.**  
 (Shipper)

Dated: September 20, 2024

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

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					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
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BLANCO	300714	INORBAJA	301693	NS3			16,972	22,280	21,985	5,228	4,714	978	21,398	64		12,500		
BLANCO	300714	DPG&ETOP	314604	NN1	43,339	100										8,949		
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KEYSTONE	302132	INORBAJA	301693	SN2-NS3		47,518	48,000	1,000	20,000	31,000	43,000	34,000	20,000	45,000	19,931	16,546		
KEYSTONE	302132	INORBAJA	301693	SS1	11,661	7,900	28	41,720	23,015	12,170	121	8,267	23,475	19,936	45,069	11,604		
KEYSTONE	302132	DPG&ETOP	314604	SN2		687												
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>		

Notes:

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

**EXHIBIT B**  
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 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**JPMORGAN CHASE BANK, N.A.**  
 (Shipper)

Dated: September 20, 2024

<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	See ¶ 11	1a/			

<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>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		DSCALEHR	301016					
		INORBAJA	301693					
		DPG&ETOP	314604					
		DSCALTOP	332503					
		IBLYTHE	314980					
		DMOJAVE	332505					
		ICADIZ	301377					
STML ANA	302344	DAGMOJ	332569					
STML PER	302346	IMSQUITE	398670	See ¶ 11	1a/			
STML SJN	302347	IGRIFFTH	320614					
		IARLVALY	314985					
		KRAMER	332554					
		SIDEWNR	332555					
		PASTORIA	332553					
		SOCWR	332531					
		LAPALOMA	302144					

**EXHIBIT B  
(CONT.)**

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

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**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

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Atmos Energy Corporation FTH-12 Agreement #H2232000  
Atmos Energy Corporation FTH-12 Agreement #H222Y000  
Atmos Energy Corporation FTH-12 Agreement #H222Z000  
Atmos Energy Corporation FT-1 Agreement #FT3J9000  
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG  
Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas #FX227000  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
City of Dumas, Texas #FX224000  
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000  
City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
City of McLean, Texas #FX223000  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas #FX226000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas #FX225000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Sterling City, Texas #982T  
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,  
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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  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000

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

Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997 MGI Supply, Ltd. IT-1 Agreement #9HJH  
MGI Supply, Ltd. IT-1 Agreement #9L5N  
Mex Gas Supply, S.L. #612654-FT1EPNG  
Mex Gas Supply, S.L. #612652-FT1EPNG  
Mex Gas Supply, S.L. #612653-FT1EPNG  
Mieco LLC FT-1 Agreement #620365-FT1EPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG  
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  
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  
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-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG

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

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #619229-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39HX000-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG  
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  
ASARCO L.L.C. FT-1 Agreement #FT2QE000-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG  
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JPMorgan Chase Bank, N.A. FT-1 Agreement #620901-FT1EPNG  
Mexicana de Cobre, S.A. de C.V. #FT399000  
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New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG  
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



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

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 #615490-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  
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Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG  
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Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
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UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG  
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

**Third Revised Volume No. 2**

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

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Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
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Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
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Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

**JPMORGAN CHASE BANK, N.A.**  
(Shipper)

Dated: September 20, 2024

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

Dated: September 20, 2024

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

Agreement No. 620901-FT1EPNG

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

TCD (Dth/d)	Time Period
65,000	October 1, 2024 – October 31, 2030

11. **Term of Firm Transportation Service:** Beginning: October 1, 2024  
Ending: October 31, 2030

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:**  
JPMORGAN CHASE BANK, N.A.  
600 Travis Street 19<sup>th</sup> Floor  
Houston, TX 77002  
Attn: physical.naturalgas.group@jpmorgan.com

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

13. **Effect on Prior Agreement(s):** N/A.

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

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

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

**JPMORGAN CHASE BANK, N.A.**

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

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

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ day of \_\_\_\_\_, 2024.



Agreement No. 620901-FT1EPNG

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**JPMORGAN CHASE BANK, N.A.**  
 (Shipper)  
 Dated: September 20, 2024

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

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	INORBAJA	301693	SS1	11,661	7,900	28	41,720	23,015	12,170	121	8,267	23,475	19,936	45,069	11,604		
BLANCO	300714	INORBAJA	301693	NS3			16,972	22,280	21,985	5,228	4,714	978	21,398	64		12,500		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3		47,518	48,000	1,000	20,000	31,000	43,000	34,000	20,000	45,000	19,931	16,546		
KEYSTONE	302132	DPG&ETOP	314604	SN2		687												
BLANCO	300714	INORBAJA	301693	CC1						16,602	17,165	21,755	127			6,947		
BLANCO	300714	DPG&ETOP	314604	NN1	43,339	100										8,949		
KEYSTONE	302132	INORBAJA	301693	SN2-CC1	10,000	8,795										8,454		
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>		

Notes:

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

Ex. A-1

Agreement No. 620901-FT1EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**JPMORGAN CHASE BANK, N.A.**  
 (Shipper)  
 Dated: September 20, 2024

<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	See ¶ 11	1a/			

<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>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		DSCALEHR	301016					
		INORBAJA	301693					
		DPG&ETOP	314604					
		DSCALTOP	332503					
		IBLYTHE	314980					
		DMOJAVE	332505					
STML ANA	302344	ICADIZ	301377					
STML PER	302346	DAGMOJ	332569	See ¶ 11	1a/			
STML SJN	302347	IMSQUITE	398670					
		IGRIFFTH	320614					
		IARLVALY	314985					
		KRAMER	332554					
		SIDEWNR	332555					
		PASTORIA	332553					
		SOCWR	332531					
		LAPALOMA	302144					

Ex. B-1

Agreement No. 620901-FT1EPNG

**EXHIBIT B**  
To The  
Firm Transportation Service Agreement  
Rate Schedule FT-1  
between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**JPMORGAN CHASE BANK, N.A.**  
(Shipper)  
Dated: September 20, 2024

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

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Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
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 ExxonMobil Oil Corporation #620082-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 #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

**List of Non-Conforming Agreements**

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

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

Atmos Energy Corporation FTH-12 Agreement #H2232000  
Atmos Energy Corporation FTH-12 Agreement #H222Y000  
Atmos Energy Corporation FTH-12 Agreement #H222Z000  
Atmos Energy Corporation FT-1 Agreement #FT3J9000  
Atmos Energy Corporation FT-1 Agreement #613502000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613503000-FT1EPNG  
Atmos Energy Corporation FT-1 Agreement #613504000-FT1EPNG  
Chemical Lime Company of Arizona #982F  
City of Benson, Arizona #982B  
City of Deming #982H  
City of Denver City, Texas #FX227000  
City of Denver City, Texas Letter Agreement dated September 10, 2014 for Agreement #FX227000  
City of Dumas, Texas #FX224000  
City of Dumas, Texas Letter Agreement dated November 12, 2014 for Agreement #FX224000  
City of Lordsburg #FX22B000  
City of Lordsburg, NM Letter Agreement dated January 9, 2015 for Agreement #FX22B000  
City of McLean, Texas #FX223000  
City of McLean, Texas Letter Agreement dated September 10, 2014 for Agreement #FX223000  
City of Morton, Texas #FX226000  
City of Morton, Texas Letter Agreement dated July 16, 2014 for Agreement #FX226000  
City of Plains, Texas #FX225000  
City of Plains, Texas Letter Agreement dated July 16, 2014 for Agreement #FX225000  
City of Safford, Arizona #9824  
City of Socorro, New Mexico #9828  
City of Sterling City, Texas #982T  
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  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AG000  
Las Cruces, New Mexico City of, FT-1 Agreement #FT2AH000  
Mesa, Arizona City of, FT-1 Agreement #FT2AE000-FT1EPNG  
Mesa, Arizona City of, FT-1 Agreement #FT2AF000

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

Mexicana de Cobre, S.A. de C.V. #FT369000  
MGI Supply, Ltd. Master Replacement Agreement dated November 28, 1997 MGI Supply, Ltd. IT-1 Agreement #9HJH  
MGI Supply, Ltd. IT-1 Agreement #9L5N  
Mex Gas Supply, S.L. #612654-FT1EPNG  
Mex Gas Supply, S.L. #612652-FT1EPNG  
Mex Gas Supply, S.L. #612653-FT1EPNG  
Mieco LLC FT-1 Agreement #620365-FT1EPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AL000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AM000-FTAEPNG  
Navajo Tribal Utility Authority FT-1 Agreement #FT2AN000-FT1EPNG  
New Mexico Gas Company, Inc. Letter Agreement dated November 23, 2015 for Agreement #FT3FV000, #FT3FW000, #FT3FX000 and #FT3FY000  
Pioneer Natural Resources USA, Inc. Letter Agreement dated November 16, 2016 for Agreement #FT3HH000 and #FT3HJ000  
Public Service Company of New Mexico Letter Agreement dated May 13, 2015 for Agreement #FT3EQ000, #FT3ER000, #FT3ET000, #FT3EU000, #H222W000 and #H222X000  
Salt River Project Agricultural Improvement and Power District OPASA #OA237000-OPASEPNG  
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  
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  
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-FT1EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #FT3EJ000-FT1EPNG

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

Arizona Electric Power Cooperative, Inc. FTH-12 Agreement #H222V000-FH12EPNG  
Arizona Electric Power Cooperative, Inc. FTH-8 Agreement #H822F000-FH8EPNG  
Arizona Electric Power Cooperative, Inc. FT-1 Agreement #619229-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39D000  
Arizona Public Service Company FT-1 Agreement #FT39E000  
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG  
Arizona Public Service Company FT-1 Agreement #FT39HX000-FT1EPNG  
Arizona Public Service Company FTH-8 Agreement #H822E000-FH8EPNG  
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  
ASARCO L.L.C. FT-1 Agreement #FT2QE000-FT1EPNG  
Comision Federal de Electricidad #FT3CM000  
Comisión Federal de Electricidad #FT3H4000  
ConocoPhillips Company FT-1 Agreement #FT3EA000  
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000  
ExxonMobil Oil Corporation FT-1 Agreement #620082-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620083-FT1EPNG  
ExxonMobil Oil Corporation FT-1 Agreement #620084-FT1EPNG  
JBS Tolleson, Inc. FT-1 Agreement #FT2E4000-FT1EPNG  
[JPMorgan Chase Bank, N.A. FT-1 Agreement #620901-FT1EPNG](#)  
Mexicana de Cobre, S.A. de C.V. #FT399000  
MRC Permian Company FT-1 Agreement #610837-FT1EPNG  
MRC Permian Company FT-1 Agreement #612815-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FV000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FW000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FX000-FT1EPNG  
New Mexico Gas Company, Inc. FT-1 Agreement #FT3FY000-FT1EPNG  
Phillips 66 Energy Trading LLC FT-1 Agreement #619809-FT1EPNG  
Pioneer Natural Resources USA, Inc. #FT3HH000  
Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #FT3EQ000  
Public Service Company of New Mexico FT-1 Agreement #FT3ER000  
Public Service Company of New Mexico FT-1 Agreement #617905-FT1EPNG  
Public Service Company of New Mexico FT-1 Agreement #617906-FT1EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617907-FH12EPNG  
Public Service Company of New Mexico FTH-12 Agreement #617908-FH12EPNG  
[Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG](#)  
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-FH12EPNG  
Salt River Project Agricultural Improvement and Power District FT-1 Agreement #611550-FT1EPNG  
Sempra Gas & Power Marketing, LLC FT-1 Agreement #614012-FT1EPNG

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

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 #615490-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  
Southwest Gas Corporation FT-1 Agreement #618907-FT1EPNG  
Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG  
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG  
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG  
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG  
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG  
UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG  
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG  
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG  
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG



**Third Revised Volume No. 2**

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

Rate Schedules

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

## NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	Reserved
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	Reserved
Section 10	Mieco LLC #620365-FT1EPNG
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-FT1EPNG
Section 15	Arizona Electric Power Cooperative #FT3EJ000-FT1EPNG
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000-FH12EPNG
Section 18	Arizona Electric Power Cooperative #H822F000-FH8EPNG
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-FT1EPNG
Section 27	Arizona Public Service Company #FT39H000-FT1EPNG
Section 28	Arizona Public Service Company #H822E000-FH8EPNG
Section 29	Arizona Public Service Company #FT39D000
Section 30	Arizona Public Service Company #FT39E000
Section 31	ExxonMobil Oil Corporation #620083-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. #619448-FT1EPNG
Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
Section 46	Reserved
Section 47	Salt River Project Letter Agreement
Section 48	Salt River Project #H222T000-FH12EPNG
Section 49	Salt River Project #OA237000-OPASEPNG
Section 50	Texas Gas Service Company Letter Agreement
Section 51	Reserved
Section 52	Reserved
Section 54	Reserved
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	ExxonMobil Oil Corporation #620084-FT1EPNG
Section 77	ConocoPhillips Company #FT3EA000
Section 78	<del>Saavi Energy Solutions, LLC</del> JPMorgan Chase Bank, N.A. #644596620901-FT1EPNG
Section 79	Public Service Company of New Mexico Letter Agreement
Section 80	Navajo Tribal Utility Authority #FT2AM000-FTAEPNG
Section 81	Navajo Tribal Utility Authority #FT2AL000-FTAEPNG
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
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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 #615490-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG
Section 124	Arizona Electric Power Cooperative, Inc. #619229-FT1EPNG
Section 125	Southwest Gas Corporation #618907-FT1EPNG

Agreement No. ~~641596~~620901-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

~~SAAVI ENERGY SOLUTIONS, LLC~~JPMORGAN CHASE BANK, N.A.  
(Shipper)

Dated: ~~March 16, 2020~~September 20, 2024

Agreement No. ~~644596620901~~-FT1EPNG

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

Dated: ~~March 16, 2020~~ September 20, 2024

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

Agreement No. ~~644596~~620901-FT1EPNG

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

TCD (Dth/d)	Time Period
65,000	<del>April 1, 2020</del> <u>October 1, 2024</u> – October 31, 2030

11. **Term of Firm Transportation Service:** Beginning: ~~November 1, 2018~~October 1, 2024  
Ending: October 31, 2030

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:**

~~SAAVI ENERGY SOLUTIONS, LLC~~JPMORGAN CHASE BANK, N.A.  
~~Miguel de Cervantes Saavedra 301, Floor 11~~600 Travis Street 19<sup>th</sup> Floor  
~~Mexico City, MX 11520~~Houston, TX 77002  
Attn: ~~Gerardo Cervantes~~physical.naturalgas.group@jpmorgan.com

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

13. **Effect on Prior Agreement(s):** ~~This agreement will amend the following agreement between the Parties with the changes to be effective on April 1, 2020: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 644596-FT1EPNG, last amended on October 22, 2019. N/A.~~

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

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

**EL PASO NATURAL GAS COMPANY, L.L.C.**  
~~CHASE BANK, N.A.~~

~~SAAVI ENERGY SOLUTIONS, LLC~~~~JPMORGAN~~

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\_\_\_\_\_

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

Accepted and agreed to this

Accepted and agreed to this

| \_\_\_\_\_ day of \_\_\_\_\_, 202~~0~~4.      \_\_\_\_\_ day of \_\_\_\_\_, 202~~0~~4.



Agreement No. 611596-FT1EPNG

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**SAAVI ENERGY SOLUTIONS, LLC**  
 (Shipper)  
 Dated: March 16, 2020

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: April 1, 2020 — December 31, 2020

Primary Receipt PIN-Name	Rec PIN	Primary Delivery PIN-Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	INORBAJA	301693	SS1				42,720	23,015	12,170	121	8,267	23,475	10,936	69	11,604		
BLANCO	300714	INORBAJA	301693	NS3				63	9,661	3,795	6,420	7,928	9,563	64		10,000		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3				1,000	20,000	31,000	43,000	34,000	20,000	45,000	64,931	16,546		
KEYSTONE	302132	DPG&ETOP	314604	SN2														
BLANCO	300714	INORBAJA	301693	CC1				21,217	12,324	18,035	15,450	14,805	11,962			6,947		
BLANCO	300714	DPG&ETOP	314604	NN1												11,449		
KEYSTONE	302132	INORBAJA	301693	SN2-CC1												8,454		
<b>TRANSPORTATION CONTRACT DEMAND</b>								<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>		

Ex. A-1

Agreement No. ~~641596620901~~-FT1EPNG

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
~~SAAVI ENERGY SOLUTIONS, LLC~~ **JPMORGAN CHASE BANK, N.A.**  
 (Shipper)  
 Dated: ~~March 16, 2020~~ September 20, 2024

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: ~~January 1, 2024~~ See ¶11 — ~~October 31, 2030~~

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
KEYSTONE	302132	INORBAJA	301693	SS1	11,661	7,900	28	41,720	23,015	12,170	121	8,267	23,475	19,936	45,069	11,604		
BLANCO	300714	INORBAJA	301693	NS3			16,972	22,280	21,985	5,228	4,714	978	21,398	64		12,500		
KEYSTONE	302132	INORBAJA	301693	SN2-NS3		47,518	48,000	1,000	20,000	31,000	43,000	34,000	20,000	45,000	19,931	16,546		
KEYSTONE	302132	DPG&ETOP	314604	SN2		687												
BLANCO	300714	INORBAJA	301693	CC1						16,602	17,165	21,755	127			6,947		
BLANCO	300714	DPG&ETOP	314604	NN1	43,339	100										8,949		
KEYSTONE	302132	INORBAJA	301693	SN2-CC1	10,000	8,795										8,454		
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>		

Notes:

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

Ex. A-12

Agreement No. ~~641596~~620901-FT1EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
~~SAAVI ENERGY SOLUTIONS, LLC~~JPMORGAN CHASE BANK, N.A.  
 (Shipper)  
 Dated: ~~March 16, 2020~~September 20, 2024

<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	<del>April 1, 2020 – October 31, 2030</del> <u>See ¶ 11</u>	{1a}			

<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>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
		DSCALEHR	301016					
		INORBAJA	301693					
		DPG&ETOP	314604					
		DSCALTOP	332503					
		IBLYTHE	314980					
		DMOJAVE	332505					
STML ANA	302344	ICADIZ	301377					
STML PER	302346	DAGMOJ	332569	<del>See ¶ 11 April 1, 2020 – October 31, 2030</del>	{1a}			
STML SJN	302347	IMSQUITE	398670					
		IGRIFFTH	320614					
		IARLVALY	314985					
		KRAMER	332554					
		SIDEWNR	332555					
		PASTORIA	332553					
		SOCWR	332531					
		LAPALOMA	302144					

Ex. B-1

Agreement No. ~~644596~~620901-FT1EPNG

**EXHIBIT B**

To The  
Firm Transportation Service Agreement  
Rate Schedule FT-1  
between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**JPMORGAN CHASE BANK, N.A.**  
**SAAVI ENERGY SOLUTIONS, LLC**  
(Shipper)

Dated: ~~March 16, 2020~~September 20, 2024

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.5875 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate and which shall be payable regardless of quantities transported. The parties further agree that Shipper may re-designate any of its existing primary points to any non-incrementally priced point (e.g., points other than the Receipt and Delivery Points on the Willcox Lateral), in accordance with Section 8.1 (f)(iii) of the GT&C of Transporter's Tariff, at the negotiated rate set forth in the preceding sentence.
- 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-2