



November 30, 2023

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreements Update;
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 for inclusion in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"). These tariff records reflect amendments to three existing non-conforming transportation service agreements ("TSAs") executed with Arizona Public Service Company ("APS") (referred to herein as the "Amendments"). EPNG proposes an effective date of January 1, 2024 for one of the three TSAs and an effective date of January 1, 2025 for the other two TSAs. Accordingly, EPNG respectfully requests a waiver of the notice requirement to effectuate the January 1, 2025 effective date, as discussed below.

Reason for Filing

EPNG's Tariff includes Agreement Nos. FT3HX000, FT39H000 and H822E000,¹ non-conforming negotiated rate agreements that each reflect a varying transportation contract demand. Agreement Nos. FT3HX000 and FT39H000 include a term that extends through December 31, 2024 and Agreement No. H822E000 has a term of June 1, 2013 through December 31, 2023. Agreement Nos. FT39H000 and H822E000 include a previously accepted non-conforming provision.² Specifically, the non-conforming provision states the inapplicability of Article XI of the 1996 Settlement Stipulation and Agreement in Docket No. RP95-363 to the underlying agreement.³

¹ Agreement Nos. FT3HX000, FT39H000 and H822E000 are currently designated as FT3HX000-FT1EPNG, FT39H000-FT1EPNG and H822E000-FH8EPNG, respectively.

² See *El Paso Natural Gas Co.*, 143 FERC ¶ 61,187 (2013) and *El Paso Natural Gas Co.*, Docket No. RP17-584-000 (Apr. 19, 2017) (unpublished letter order).

³ The settlement filed in Docket No. RP95-363-000 ("1996 Settlement"), *inter alia*, established rate certainty for a ten-year period and a risk and revenue sharing mechanism for unsubscribed capacity resulting from contract terminations. Further, Article XI of the 1996 Settlement included provisions applicable to firm shippers with TSAs that were in effect on December 31,

Recently, EPNG and APS agreed to extend the capacity from each of APS' three TSAs to begin on January 1, 2024 for Agreement No. H822E000-FH8EPNG and January 1, 2025 for Agreement Nos. FT3HX000-FT1EPNG and FT39H000-FT1EPNG. The Amendments reflect fixed negotiated reservation rates, non-conforming provisions, and a contractual ROFR. Additionally, the parties took this opportunity to update the Amendments for alignment with the current form of service agreement under Rate Schedule FT-1 or Rate Schedule FT-H ("Pro Forma"), as applicable.

In accordance with Section 154.112(b) of the Commission's regulations⁴ and the Commission's policy statement regarding negotiated rates,⁵ EPNG is submitting the Amendments for the Commission's review and acceptance. As described below, the Amendments contain non-conforming provisions that are not included in EPNG's Pro Forms and with the exception of these non-conforming provisions, the Amendments conform to the Pro Forma. Accordingly, EPNG is proposing to update its Tariff to include the Amendments.

Description of Amendments

Article XI of the 1996 Settlement

Consistent with APS' previous Agreement Nos. FT39H000 and H822E000, the amendments for these two TSAs continue to address the inapplicability of Article XI of the 1996 Settlement in paragraph 15 of the underlying TSA. With the Amendments, EPNG and APS agreed to a minor update of the previous non-conforming provision simply to confirm that such provision continues to apply to the Amendments.⁶ In particular, the provision states that any and all rights and obligations under Article XI of the 1996 Settlement will not apply now or in the future to APS. Additionally, Article XI and any rights and obligations under that article will not apply to the underlying agreement or to any other agreement that is held at any time by APS, its assignees or successor-in-interests.

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

1995 and that remained in effect, in their present form or as amended, in the post-1996 Settlement period (*i.e.*, after December 31, 2005).

⁴ 18 C.F.R. § 154.112(b) (2022).

⁵ *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").

⁶ The marked tariff records submitted with this filing show the slight changes to the current language of paragraph 15 of Agreement Nos. FT39H000-FT1EPNG and H822E000-FH8EPNG.

the Tariff's Statement of Rates. Pursuant to that provision, EPNG and APS agreed to negotiated reservation rates for the Amendments submitted herewith. Consequently, Agreement No. H822E000-FH8EPNG reflects a fixed negotiated reservation rate of \$23.4209 per dekatherm ("Dth") per month for the first ten years of the term, a fixed negotiated reservation rate of \$24.0292 per Dth per month for the next five years, and the maximum tariff rate for the remaining term. Similarly, Agreement Nos. FT39H000-FT1EPNG and FT3HX000-FT1EPNG reflect a fixed negotiated reservation rate of \$13.9917 per Dth per month for the first ten years of the term, a fixed negotiated reservation rate of \$14.2958 per Dth per month for the next five years, and the maximum tariff rate for the remaining term. Additionally, a negotiated reservation rate equal to the maximum Arizona reservation rate for Rate Schedule FT-1 will apply to the alternate points specified in Agreement No. FT3HX000-FT1EPNG for the period January 1, 2040 through December 31, 2052.

Non-Conforming Rate Provision Applicable to Point Redesignations

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.

The Amendments contain language in Exhibit B, Notes 1a and 1b, stating that the underlying negotiated reservation rate will apply to any specified point listed in Exhibit B that is redesignated as a primary point.⁷ Although this language is non-conforming, it relates to the negotiated rate agreed to between the parties. As shown on Exhibit B of the Amendments, 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 in each agreement.⁸

Tariff Records

EPNG is submitting the following tariff records pursuant to Subpart C of Part 154 of the Commission's regulations.⁹

⁷ Any redesignation request made by APS must be made in accordance with the requirements of EPNG's Tariff at the time of the request.

⁸ 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).

⁹ See 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

Part I, Section 1 reflects updates to the Tariff Table of Contents for the contract number extensions (e.g., -FT1EPNG) applicable to the Amendments. Similarly, the index page for Part VII is modified to reflect the updated contract numbers as well.¹⁰

Part VII, Sections 26.0 through 28.2 update the existing APS TSAs to reflect the Amendments.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹¹ 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, marked copies of the Amendments against the Pro Forma;
- d) Appendix C, executed copies of the Amendments; and
- e) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 1, 2024 and January 1, 2025, as applicable. EPNG respectfully requests waiver of the notice requirements of Section 154.207 of the Commission's regulations as permitted therein.¹² With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

¹⁰ Currently, the tariff records for Part I, Section 1 and the index for Part VII remain pending before the Commission in Docket Nos. RP24-181-000 and RP24-206-000. Those tariff records reflect the inclusion of non-conforming TSAs in the Tariff effective January 1, 2024. For purposes of this instant filing, the tariff records proposed herein include the modifications proposed in the aforementioned proceedings. Should those filings not be accepted by the Commission, EPNG will file to modify the tariff records proposed herein.

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

¹² See 18 C.F.R. § 154.207 (2022). The Commission has approved tariff records with effective dates that exceed the notice requirements of Section 154.207 of the Commission's regulations given that the proposed effective date coincides with the effective date of the associated contract. Review and acceptance of the Amendments by the Commission at the same time would provide APS the certainty that the important gas service provided to it by all of the Amendments will continue and Agreement Nos. FT3HX000-FT1EPNG and FT39H000-FT1EPNG will not be subject to the regulatory risk of the approval and/or acceptance by the Commission. The tariff records submitted herein are consistent with this approach. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP13-992-000 (July 17, 2013) (unpublished letter order). Accordingly, the Commission should grant the request for waiver for good cause shown.

Correspondence and communications concerning this filing should be directed to:

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

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

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

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

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

By _____/s/
Ryan C. Leahy
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on EPNG's pipeline system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Birmingham, Alabama as of this 30th day of November, 2023.

/s/

Ryan Leahy

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

EL PASO NATURAL GAS COMPANY, L.L.C.
Non-Conforming Agreements Update

Third Revised Volume No. 1A

Proposed Effective Date of January 1, 2024

Part I: Overview

Section 1	Table of Contents	Version 90.0.0
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Part VII: Non-Conforming Agreements (index)

Version 88.0.0

Section 28.0	Arizona Public Service Company #H822E000-FH8EPNG	Version 2.0.0
Section 28.1	Arizona Public Service #H822E000-FH8EPNG Exhibit A	Version 2.0.0
Section 28.2	Arizona Public Service #H822E000-FH8EPNG Exhibit B	Version 2.0.0

Proposed Effective Date of January 1, 2025

Part VII: Non-Conforming Agreements (index)

Section 26.0	Arizona Public Service Company #FT3HX000-FT1EPNG	Version 2.0.0
Section 26.1	Arizona Public Service #FT3HX000-FT1EPNG Exhibit A	Version 2.0.0
Section 26.2	Arizona Public Service #FT3HX000-FT1EPNG Exhibit B	Version 2.0.0
Section 27.0	Arizona Public Service Company #FT39H000-FT1EPNG	Version 1.0.0
Section 27.1	Arizona Public Service #FT39H000-FT1EPNG Exhibit A	Version 38.0.0
Section 27.2	Arizona Public Service #FT39H000-FT1EPNG Exhibit B	Version 38.0.0

Appendix B

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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. **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
41,622	January
38,265	February
43,870	March
61,895	April
66,445	May
86,938	June
99,994	July
99,392	August
86,509	September
79,974	October
53,302	November
36,888	December

11. **Term of Firm Transportation Service:** Beginning: May 1, 2017
Ending: December 31, 2052

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: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3HX000-FT1EPNG, last amended on May 1, 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. (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.

ARIZONA PUBLIC SERVICE COMPANY

Accepted and agreed to this

_____ day of _____, 2023.

Accepted and agreed to this

_____ day of _____, 2023.

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

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

Dated: October 16, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: January 1, 2025 - December 31, 2052

					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
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888

				Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH								5,000					250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH					2,112	41,140	77,383	73,893	68,461	14,099	10,000		400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	41,622	38,265	43,870	61,895	64,333	45,798	22,611	20,499	18,048	65,875	43,302	36,888	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUANTITY (CMQ(s))				41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888		

Notes:

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

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2052					

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time		January 1, 2025 – December 31, 2034	(1a)				
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time		January 1, 2035 – December 31, 2039	(1b)				
STML ANA STML PER STML SJN	302344 302346 302347	INORBAJA	301693	January 1, 2040 – December 31, 2052	(1c)				

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 \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

- 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s): the rate equal to the maximum Arizona reservation rate for Rate Schedule FT-1 set forth in Transporter's Tariff (as that rate may change for time to time).
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 17, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 17, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

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

TCD (Dth/d)	Time Period
19,000	January - March
22,500	April - May
27,000	June
31,500	July - September
29,000	October
23,000	November
19,000	December

11. **Term of Firm Transportation Service:** Beginning: June 1, 2013
Ending: December 31, 2051

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: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT39H000-FT1EPNG, originally dated on June 1, 2013.

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.)

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

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 _____, 2023.

Accepted and agreed to this

_____ day of _____, 2023.

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

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

Dated: October 17, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: January 1, 2025 - December 31, 2051

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BONDADST	300724	DAPS YUM	330458	NS3	14,349	16,329	14,194	5,373	9,353	280	151	4,052	448	185	17,651	19,000	225	242
KEYSTONE	302132	DAPS YUM	330458	SS1	4,651	2,671		11,089	5,228	1,715	15,300	22,489	4,449	28,815	2,690		225	242
WAHA	302404	DAPS YUM	330458	SS1			4,806	6,038	7,919	25,005	16,049	4,959	26,603		2,659		225	242
TRANSPORTATION CONTRACT DEMAND					19,000	19,000	19,000	22,500	22,500	27,000	31,500	31,500	31,500	29,000	23,000	19,000		

Notes:

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

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2051					

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2025 – December 31, 2034	(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>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2035 – December 31, 2039	(1b)				

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

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 \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Dated: October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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 ☐

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

TCD	
(Dth/d)	Time Period
25,500	January - March
15,250	April
30,500	May - September
15,250	October
25,500	November - December

11. **Term of Firm Transportation Service:** Beginning: June 1, 2013
Ending: December 31, 2050

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: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2024: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H822E000-FH8EPNG, last amended on May 1, 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.

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

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 _____, 2023.

Accepted and agreed to this

_____ day of _____, 2023.

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: October 16, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2024 - December 31, 2050

					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
BLANCO	300714	DAPS PHX	300777	CC1	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
KEYSTONE	302132	DAPS PHX	300777	SS1	13,953	17,138	13,956	5,325	8,848	2,072		3,901	296	500	17,574	22,299
TRANSPORTATION CONTRACT DEMAND					25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500

				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	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	

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: October 16, 2023

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH													250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH	4,928	2,080	7,904		20,500	12,500	18,500	20,000	13,471	4,548	8,856	7,944	400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	20,572	23,420	17,596	15,250	10,000	18,000	12,000	10,500	17,029	10,702	16,644	17,556	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUNATITY (CMQ(s))				25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500		

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: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2024 – December 31, 2033	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2034 – December 31, 2038	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2039 – December 31, 2050					

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2024 – December 31, 2033	(1a)				

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: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2034 – December 31, 2038	(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 \$23.4209 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$24.0292 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 Eligible Alternate Point described above in the second table for Primary and Alternate Points in this Exhibit B, 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.
- 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.

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: October 16, 2023

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

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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. **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
41,622	January
38,265	February
43,870	March
61,895	April
66,445	May
86,938	June
99,994	July
99,392	August
86,509	September
79,974	October
53,302	November
36,888	December

11. **Term of Firm Transportation Service:** Beginning: May 1, 2017
Ending: December 31, 2052

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: APS Fuel Procurement (Notices and Invoices)


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 January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3HX000-FT1EPNG, last amended on May 1, 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. (Agreements executed prior to January 1, 2006 will be subject to the governing law provisions stated in such Agreements.)

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

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




Will W. Brown

VP Commercial

Accepted and agreed to this

30TH day of November, 2023.

ARIZONA PUBLIC SERVICE COMPANY



Justin M. Joiner

VP Resource Management

Accepted and agreed to this

28th day of November, 2023.

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

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

Dated: October 16, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: January 1, 2025 - December 31, 2052

					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
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888

				Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH								5,000					250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH					2,112	41,140	77,383	73,893	68,461	14,099	10,000		400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	41,622	38,265	43,870	61,895	64,333	45,798	22,611	20,499	18,048	65,875	43,302	36,888	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUANTITY (CMQ(s))				41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888		

Notes:

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

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2052					

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time		January 1, 2025 – December 31, 2034	(1a)				
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time		January 1, 2035 – December 31, 2039	(1b)				
STML ANA STML PER STML SJN	302344 302346 302347	INORBAJA	301693	January 1, 2040 – December 31, 2052	(1c)				

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 \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

- 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s): the rate equal to the maximum Arizona reservation rate for Rate Schedule FT-1 set forth in Transporter's Tariff (as that rate may change for time to time).

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

- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 17, 2023

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 17, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

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

TCD (Dth/d)	Time Period
19,000	January - March
22,500	April - May
27,000	June
31,500	July - September
29,000	October
23,000	November
19,000	December

11. **Term of Firm Transportation Service:** Beginning: June 1, 2013
Ending: December 31, 2051

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:**

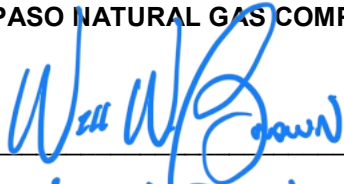
To Shipper:
ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St. MS 9831
Phoenix, AZ 85004
Attn: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT39H000-FT1EPNG, originally dated on June 1, 2013.
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.)
15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

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

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




Will W. Brown

VP Commercial

Accepted and agreed to this

30th day of November, 2023.

ARIZONA PUBLIC SERVICE COMPANY



Justin M. Joiner

VP Resource Management

Accepted and agreed to this

28th day of November, 2023.

EXHIBIT A

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2025 - December 31, 2051

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BONDADST	300724	DAPS YUM	330458	NS3	14,349	16,329	14,194	5,373	9,353	280	151	4,052	448	185	17,651	19,000	225	242
KEYSTONE	302132	DAPS YUM	330458	SS1	4,651	2,671		11,089	5,228	1,715	15,300	22,489	4,449	28,815	2,690		225	242
WAHA	302404	DAPS YUM	330458	SS1			4,806	6,038	7,919	25,005	16,049	4,959	26,603		2,659		225	242
TRANSPORTATION CONTRACT DEMAND					19,000	19,000	19,000	22,500	22,500	27,000	31,500	31,500	31,500	29,000	23,000	19,000		

Notes:

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

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2051					

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2025 – December 31, 2034	(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>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2035 – December 31, 2039	(1b)				

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

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 \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Dated: October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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 ☐

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

TCD (Dth/d)	Time Period
25,500	January - March
15,250	April
30,500	May - September
15,250	October
25,500	November - December

11. **Term of Firm Transportation Service:** Beginning: June 1, 2013
Ending: December 31, 2050

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: APS Fuel Procurement (Notices and Invoices)

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

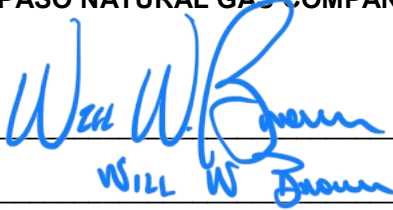
13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on January 1, 2024: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H822E000-FH8EPNG, last amended on May 1, 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.

15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

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

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




Will W. Brown

VP Commercial

Accepted and agreed to this

30th day of November, 2023.

ARIZONA PUBLIC SERVICE COMPANY



Justin M. Joiner

VP Resource Management

Accepted and agreed to this

28th day of November, 2023.

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: October 16, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2024 - December 31, 2050

					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
BLANCO	300714	DAPS PHX	300777	CC1	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
KEYSTONE	302132	DAPS PHX	300777	SS1	13,953	17,138	13,956	5,325	8,848	2,072		3,901	296	500	17,574	22,299
TRANSPORTATION CONTRACT DEMAND					25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500

				Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	

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: October 16, 2023

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH													250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH	4,928	2,080	7,904		20,500	12,500	18,500	20,000	13,471	4,548	8,856	7,944	400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	20,572	23,420	17,596	15,250	10,000	18,000	12,000	10,500	17,029	10,702	16,644	17,556	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUANTITY (CMQ(s))				25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500		

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: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2024 – December 31, 2033	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2034 – December 31, 2038	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2039 – December 31, 2050					

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2024 – December 31, 2033	(1a)				

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: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2034 – December 31, 2038	(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 \$23.4209 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$24.0292 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 Eligible Alternate Point described above in the second table for Primary and Alternate Points in this Exhibit B, 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

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: October 16, 2023

- 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)

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List of Non-Conforming Agreements

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

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

List of Non-Conforming Agreements (Continued)

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

List of Non-Conforming Negotiated Rate Agreements

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

List of Non-Conforming Negotiated Rate Agreements (Continued)

Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000-FT1EPNG
Arizona Public Service Company FT-1 Agreement #FT3HX000-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
EWM P1, LLC Agreement #FT3FM000
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
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
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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
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

List of Non-Conforming Negotiated Rate Agreements (Continued)

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
Tenaska Marketing Ventures FT-1 Agreement #618294-FT1EPNG
Tenaska Marketing Ventures FT-1 Agreement #618295-FT1EPNG
Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322B000
Texas Gas Service Company, a division of ONE Gas, Inc. FTH-3 Agreement #H322A000
Tucson Electric Power Company FT-1 Agreement #FT3AC000-FT1EPNG
Tucson Electric Power Company FTH-12 Agreement #H222R000-FH12EPNG
Tucson Electric Power Company FTH-12 Agreement #H222Q000-FH12EPNG
Tucson Electric Power Company FT-1 Agreement #613296-FT1EPNG
UNS Gas, Inc. FT-1 Agreement #619448-FT1EPNG
UNS Gas, Inc. FTH-3 Agreement #619450-FH3EPNG
WTG Gas Marketing, Inc. FT-1 Agreement #616953-FT1EPNG
WTG Midstream Marketing LLC FT-1 Agreement #617716-FT1EPNG
WTG Midstream Marketing LLC FT-1 Agreement #617729-FT1EPNG

Third Revised Volume No. 2

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

Rate Schedules

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

NON-CONFORMING AGREEMENTS

Section 1	El Paso Electric Company #616642-OPASEPNG
Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
Section 6	City of Mesa, Arizona #FT2AE000-FT1EPNG
Section 7	Comision Federal de Electricidad #FT3CM000
Section 8	El Paso Electric Company #H6223000-FH16EPNG
Section 9	EWM P1, LLC #FT3FM000
Section 10	Southwest Gas Corporation Letter Agreement
Section 11	Duncan Valley Electric Cooperative, Inc. #982J
Section 12	AEPCO Letter Agreement
Section 13	Mex Gas Supply, S.L. #612654-FT1EPNG
Section 14	Arizona Electric Power Cooperative #FT3EH000
Section 15	Arizona Electric Power Cooperative #FT3EJ000
Section 16	Mex Gas Supply, S.L. #612652-FT1EPNG
Section 17	Arizona Electric Power Cooperative #H222V000
Section 18	Arizona Electric Power Cooperative #H822F000
Section 19	Sempra Gas & Power Marketing, LLC #615001-FT1EPNG
Section 20	Mex Gas Supply, S.L. #612653-FT1EPNG
Section 21	Comisión Federal de Electricidad#FT3DM000
Section 22	Mexicana de Cobre, S.A. de C.V.#FT399000
Section 23	Mexicana de Cobre, S.A. de C.V.#FT369000
Section 24	Southwest Gas Corporation #FT28M000-FTAEPNG
Section 25	Arizona Public Service Company Letter Agreement
Section 26	Arizona Public Service Company #FT3HX000-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	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	ExxonMobil Oil Corporation #620084-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	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
Section 94	Pioneer Natural Resources USA, Inc. Letter Agreement
Section 95	Pioneer Natural Resources USA, Inc. #FT3HH000
Section 96	Pioneer Natural Resources USA, Inc. #FT3HJ000-FT1EPNG
Section 97	Arizona Public Service Company #OA239000
Section 98	Apache Corporation #612956-FT1EPNG
Section 99	Atmos Energy Corporation #H2232000
Section 100	Sempra Gas & Power Marketing, LLC #617961-FT1EPNG
Section 101	Atmos Energy Corporation #H222Z000
Section 102	Devon Gas Services, L.P. #FT3HG000
Section 103	Atmos Energy Corporation #FT3J9000
Section 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
Section 107	Sempra Gas & Power Marketing, LLC #614012-FT1EPNG
Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
Section 112	Arizona Public Service Company #613878-FH16EPNG
Section 113	Arizona Public Service Company #613881-FT1EPNG
Section 114	Southwest Gas Corporation #616139-FH3EPNG
Section 115	Southwest Gas Corporation #616140-FT1EPNG
Section 116	WTG Gas Marketing, Inc. #616953-FT1EPNG
Section 117	WTG Midstream Marketing LLC #617716-FT1EPNG
Section 118	WTG Midstream Marketing LLC #617729-FT1EPNG
Section 119	Arizona Public Service Company #617999-FH8EPNG
Section 120	JBS Tolleson, Inc. #FT2E4000-FT1EPNG
Section 121	Tenaska Marketing Ventures #618294-FT1EPNG
Section 122	Tenaska Marketing Ventures #618295-FT1EPNG
Section 123	ASARCO L.L.C. #FT2QE000-FT1EPNG

Agreement No. FT3HX000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Transportation Service Agreement
Rate Schedule FT-1

Dated: October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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. **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
41,622	January
38,265	February
43,870	March
61,895	April
66,445	May
86,938	June
99,994	July
99,392	August
86,509	September
79,974	October
53,302	November
36,888	December

11. **Term of Firm Transportation Service:** Beginning: May 1, 2017
Ending: December 31, 2052

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: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3HX000-FT1EPNG, last amended on May 1, 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. (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.

ARIZONA PUBLIC SERVICE COMPANY

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

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2023.

_____ day of _____, 2023.

Agreement No. FT3HX000-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 16, 2023

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2025 - December 31, 2052

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH								5,000					250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH					2,112	41,140	77,383	73,893	68,461	14,099	10,000		400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	41,622	38,265	43,870	61,895	64,333	45,798	22,611	20,499	18,048	65,875	43,302	36,888	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUANTITY (CMQ(s))				41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888		

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.

Agreement No. FT3HX000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2052					

Agreement No. FT3HX000-FT1EPNG

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

Dated: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time		January 1, 2025 – December 31, 2034	(1a)				
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time		January 1, 2035 – December 31, 2039	(1b)				
STML ANA STML PER STML SJN	302344 302346 302347	INORBAJA	301693	January 1, 2040 – December 31, 2052	(1c)				

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 \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s): the rate equal to the maximum Arizona reservation rate for Rate Schedule FT-1 set forth in Transporter's Tariff (as that rate may change for time to time).
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Transportation Service Agreement

Rate Schedule FT-1

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY

Dated: October 17, 2023

Agreement No. FT39H000-FT1EPNG

Transportation Service Agreement

Rate Schedule FT-1

Dated: October 17, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

Agreement No. FT39H000-FT1EPNG

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

TCD (Dth/d)	Time Period
19,000	January - March
22,500	April and May
27,000	June
31,500	July - September
29,000	October
23,000	November
19,000	December

11. **Term of Firm Transportation Service:** Beginning: June 1, 2013
Ending: December 31, 2051

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: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT39H000-FT1EPNG, originally dated on June 1, 2013.
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.)
15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. FT39H000-FT1EPNG

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.

ARIZONA PUBLIC SERVICE COMPANY

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

Accepted and agreed to this

_____ day of _____, 2023.

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ARIZONA PUBLIC SERVICE COMPANY
 (Shipper)
 Dated: October 17, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: January 1, 2025 - December 31, 2051

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
BONDADST	300724	DAPS YUM	330458	NS3	14,349	16,329	14,194	5,373	9,353	280	151	4,052	448	185	17,651	19,000	225	242
KEYSTONE	302132	DAPS YUM	330458	SS1	4,651	2,671		11,089	5,228	1,715	15,300	22,489	4,449	28,815	2,690		225	242
WAHA	302404	DAPS YUM	330458	SS1			4,806	6,038	7,919	25,005	16,049	4,959	26,603		2,659		225	242
TRANSPORTATION CONTRACT DEMAND					19,000	19,000	19,000	22,500	22,500	27,000	31,500	31,500	31,500	29,000	23,000	19,000		

Notes:

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

Agreement No. FT39H000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: October 17, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2025 – December 31, 2034	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2035 – December 31, 2039	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2040 – December 31, 2051					

Agreement No. FT39H000-FT1EPNG

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

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

Dated: October 17, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2025 – December 31, 2034	(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>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2035 – December 31, 2039	(1b)				

Agreement No. FT39H000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

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 \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Between

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

And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: October 16, 2023

Agreement No. H822E000-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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. H822E000-FH8EPNG

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

TCD (Dth/d)	Time Period
25,500	January – March
15,250	April
30,500	May – September
15,250	October
25,500	November - December

11. **Term of Firm Transportation Service:** Beginning: June 1, 2013
Ending: December 31, 2050

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: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2024: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H822E000-FH8EPNG, last amended on May 1, 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.
15. Shipper agrees that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply to this Agreement or to any other agreement held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. H822E000-FH8EPNG

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.

ARIZONA PUBLIC SERVICE COMPANY

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

Accepted and agreed to this

_____ day of _____, 2023.

Accepted and agreed to this

_____ day of _____, 2023.

Agreement No. H822E000-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: October 16, 2023

Shipper's Transportation Contract Demand: See ¶10
 Effective Dates: January 1, 2024 - December 31, 2050

					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
BLANCO	300714	DAPS PHX	300777	CC1	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
KEYSTONE	302132	DAPS PHX	300777	SS1	13,953	17,138	13,956	5,325	8,848	2,072		3,901	296	500	17,574	22,299
TRANSPORTATION CONTRACT DEMAND					25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500

				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	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH													250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH	4,928	2,080	7,904		20,500	12,500	18,500	20,000	13,471	4,548	8,856	7,944	400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	20,572	23,420	17,596	15,250	10,000	18,000	12,000	10,500	17,029	10,702	16,644	17,556	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUNATITY (CMQ(s))				25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500		

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.

Agreement No. H822E000-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: October 16, 2023

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	January 1, 2024 – December 31, 2033	(1a)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2034 – December 31, 2038	(1b)				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2039 – December 31, 2050					

<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>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2024 – December 31, 2033	(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>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Authorized Overrun Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2034 – December 31, 2038	(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 \$23.4209 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$24.0292 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 Eligible Alternate Point described above in the second table for Primary and Alternate Points in this Exhibit B, 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.
- 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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Part VI: Graphical Illustrations

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Part VII: Non-Conforming Agreements

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Section 2	Sempra Gas & Power Marketing, LLC #611727-FT1EPNG
Section 3	Phillips 66 Energy Trading LLC #619809-FT1EPNG
Section 4	Navajo Tribal Utility Authority #FT2AN000-FT1EPNG
Section 5	City of Las Cruces, NM #FT2AJ000
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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- 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
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Section 44	UNS Gas, Inc. #H222P000-FH12EPNG
Section 45	UNS Gas, Inc. #619450-FH3EPNG
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Section 47	Salt River Project Letter Agreement
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Part VII: Non-Conforming Agreements (Continued)

Section 50	Texas Gas Service Company Letter Agreement
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Section 55	City of Plains, Texas Letter Agreement
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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
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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
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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
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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
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Section 108	Salt River Project Agricultural Improvement #611550-FT1EPNG
Section 109	Sempra Gas & Power Marketing, LLC #615536-FT1EPNG
Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
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

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

List of Non-Conforming Agreements (Continued)

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
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

List of Non-Conforming Agreements (Continued)

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

List of Non-Conforming Negotiated Rate Agreements

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

List of Non-Conforming Negotiated Rate Agreements (Continued)

Arizona Public Service Company FT-1 Agreement #FT39D000
Arizona Public Service Company FT-1 Agreement #FT39E000
Arizona Public Service Company FT-1 Agreement #FT39H000-[FT1EPNG](#)
Arizona Public Service Company FT-1 Agreement #FT3HX000-[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
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Comisión Federal de Electricidad #FT3H4000
ConocoPhillips Company FT-1 Agreement #FT3EA000
Devon Gas Services, L.P. FT-1 Agreement #FT3HG000
EWM P1, LLC Agreement #FT3FM000
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
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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
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Saavi Energy Solutions, LLC FT-1 Agreement #611596-FT1EPNG
Salt River Project Agricultural Improvement and Power District FTH-12 Agreement #H222T000-
FH12EPNG
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FT1EPNG
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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

List of Non-Conforming Negotiated Rate Agreements (Continued)

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
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Targa Gas Marketing LLC FT-1 Agreement #611666-FT1EPNG
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Texas Gas Service Company, a division of ONE Gas, Inc. FT-1 Agreement #FT3CP000
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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 104	Atmos Energy Corporation #613502000-FT1EPNG
Section 105	Atmos Energy Corporation #613503000-FT1EPNG
Section 106	Atmos Energy Corporation #613504000-FT1EPNG
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Section 110	Sempra Gas & Power Marketing, LLC #615538-FT1EPNG
Section 111	Sempra Gas & Power Marketing, LLC #615940-FT1EPNG
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Section 113	Arizona Public Service Company #613881-FT1EPNG
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Section 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

Agreement No. FT3HX000-~~FT1EPNG~~

Firm Transportation Service Agreement

Rate Schedule FT-1

~~B~~etween

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

~~a~~And

ARIZONA PUBLIC SERVICE COMPANY
(Shipper)

Dated: ~~May 1, 2017~~October 16, 2023

Agreement No. FT3HX000-FT1EPNG

Transportation Service Agreement
Rate Schedule FT-1

Dated: ~~May 1, 2017~~ October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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 ~~in this Agreement~~ and not otherwise defined in this Agreement elsewhere have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
Incorporation by Reference: ~~This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

Transporter will render transportation service to Shipper pursuant to this Agreement in accordance with Part 284, Subparts B and/or G of the FERC's Regulations. For any service rendered by Transporter pursuant to Part 284 Subpart B of the FERC's Regulations, Shipper's certification (supplied contemporaneously herewith), as required by 18 CFR 284.102(e) and Section 4.1(j)-(l) of Transporter's Tariff, will apply.
6. **Receipt Points, Delivery Points and Flow Paths:** Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Receipts and deliveries of gas for transportation service shall be accommodated by the Flow Path(s) identified on Exhibit A. Minimum and maximum delivery pressures, as applicable, are listed on Exhibit A.
76. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 4.17 or Section 4.18 of the ~~General Terms and Conditions~~ GT&C.
87. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

89. **Negotiated Rate ~~Agreement~~:** Yes X No

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

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
41,622	<u>January</u>
38,265	<u>February</u>
43,870	<u>March</u>
61,895	<u>April</u>
66,445	<u>May</u>
86,938	<u>June</u>
99,994	<u>July</u>
99,392	<u>August</u>
86,509	<u>September</u>
79,974	<u>October</u>
53,302	<u>November</u>
36,888	<u>December</u>

911. **Term of ~~Agreement~~Firm Transportation Service:** Beginning: May 1, 2017
Ending: December 31, ~~2024~~2052

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

10. ~~**Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT24T000 originally dated June 1, 2006 and last amended and restated by agreement dated June 1, 2013.~~

Agreement No. FT3HX000

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

TCD (Dth/d)	Time Period
41,622	January
38,265	February
43,870	March
61,895	April
66,445	May
86,938	June
99,994	July
99,392	August
86,509	September
79,974	October
53,302	November
36,888	December

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

To Shipper:

ARIZONA PUBLIC SERVICE COMPANY

400 N. 5th St., ~~Foot~~, M-S, 9831

Phoenix, AZ 85072-3999004

Attn: APS Fuel Procurement (Notices and Invoices)

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 January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT3HX000-FT1EPNG, last amended on May 1, 2017.

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

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

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

ARIZONA PUBLIC SERVICE COMPANY

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

3 _____ 4 _____

Accepted and agreed to this

Accepted and agreed to this

5 _____ 6 _____ 7 _____ 8 _____
_____ day of _____, 2023. _____ day of _____, 2023.

By _____ By _____

Name _____
Management

Will W. Brown
Vice President – Business

Title _____

Date _____

Date _____

Agreement No. FT3HX000-FT1EPNG

EXHIBIT A

To The

Firm Transportation Service Agreement
Rate Schedule FT-1

between

EL PASO NATURAL GAS COMPANY, L.L.C. ~~(Transporter)~~

and

ARIZONA PUBLIC SERVICE COMPANY

(Shipper)

Dated: ~~May 1, 2017~~ October 16, 2023

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/											
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888

Effective Dates: ~~May 1, 2017~~ – December 31, 2024

Primary Receipt Point(s)/Location(s) (Scheduling-Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s)/Location(s) (Scheduling-Code(s))	Delivery Loc Code(s)	Flow-Path	Maximum-Quantity--D-Code (Dth/d) 1/						
					January	February	March	April	May	June	July
BLANCO	216748	DAPS-PHX	216814	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494
BLANCO	216748	DAPS-PHX	216814	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500
TRANSPORTATION CONTRACT DEMAND					41,622	38,265	43,870	61,895	66,445	86,938	99,994

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

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: January 1, 2025 - December 31, 2052

	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
BLANCO	300714	DAPS PHX	300777	CC1	30,075	29,903	32,326	51,970	44,793	58,510	69,494	72,793	56,305	65,224	45,376	33,687
BLANCO	300714	DAPS PHX	300777	NS2	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
TRANSPORTATION CONTRACT DEMAND					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888

				Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
Primary Delivery PIN Name	Del PIN	Meter No.	Description	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH								5,000					250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH					2,112	41,140	77,383	73,893	68,461	14,099	10,000		400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	41,622	38,265	43,870	61,895	64,333	45,798	22,611	20,499	18,048	65,875	43,302	36,888	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUANTITY (CMQ(s))				41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888		

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-4

Agreement No. FT3HX000
EXHIBIT A

To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Deliv Pres (p.s.i. Not-I than
					January	February	March	April	May	June	July	August	September	October	November	December	
DAPS-PHX	216814	14551	475722	Sundance Power Plant Delivery	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	14552	475217	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	14553	475220	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	14971	475723	Saguaro Power Plant CT	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	20566	318	Ocotillo Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	30037	65	Saguaro Power Plant	-	-	-	-	-	-	-	5,000	-	-	-	-	-
DAPS-PHX	216814	30596	103659	Ocotillo Power Plt.	-	-	-	-	-	13,132	38,287	26,829	42,229	3,107	10,000	-	-
DAPS-PHX	216814	32549	288295	West Phoenix Power Plant	41,622	38,265	43,870	61,895	66,445	73,806	61,707	67,563	44,280	76,867	43,302	36,888	-
DAPS-PHX	216814	34795	475228	Saguaro Power Plt Turbine	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRACT METER QUANTITY (CMQ(s))					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888	-

Effective Dates: The in-service date of the upgraded Ocotillo meter through the earlier of: 1) the Day before the in-service date of the first facilities for the project (hereinafter referred to as "Project") for which capacity was reserved in Notice ID 16810 posted on January 24, 2017 on the Non-Critical Notice section for the Informational Postings on Transporter's EBB, or 2) December 31, 2024

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Deliv Press (p.s.i.) Not to exceed
					January	February	March	April	May	June	July	August	September	October	November	December	
DAPS-PHX	216814	14551	475722	Sundance Power Plant Delivery	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	14552	475217	Redhawk-Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	14553	475220	Redhawk-Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	14971	475723	Saguaro Power Plant CT	-	-	-	-	-	-	-	-	-	-	-	-	-
DAPS-PHX	216814	30037	65	Saguaro Power Plant	-	-	-	-	-	-	-	5,000	-	-	-	-	-
DAPS-PHX	216814	30596	103659	Ocotillo Power Plt.	-	-	-	-	2,112	41,140	77,383	73,893	68,461	14,099	10,000	-	-
DAPS-PHX	216814	32549	288295	West Phoenix Power Plant	41,622	38,265	43,870	61,895	64,333	45,798	22,614	20,499	18,048	65,875	43,302	36,888	-
DAPS-PHX	216814	34795	475228	Saguaro Power Plt Turbine	-	-	-	-	-	-	-	-	-	-	-	-	-
CONTRACT METER QUANTITY (CMQ(s))					41,622	38,265	43,870	61,895	66,445	86,938	99,994	99,392	86,509	79,974	53,302	36,888	

Ex. A-2

~~Agreement No. FT3HX000
EXHIBIT A
To The
Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and
Arizona Public Service Company (Shipper)
Dated: May 1, 2017~~

~~Effective Dates: The in-service date of the first facilities of the Project through December 31, 2024; or if the in-service date of the upgraded Ocotillo meter is after the in-service date of the first facilities of the Project, then from the in-service date of the first facilities of the Project through December 31, 2024.~~

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Deliver y Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Deliv Pres (p.s.- Not I tha
					Januar y	Februar y	March	April	May	June	July	August	Septem ber	October	Novembe r	Decemb er	
DAPS-PHX	216814	1455 4	475722	Sundance Power Plant Delivery	-	-	-	-	-	-	-	-	-	-	-	-	
DAPS-PHX	216814	1455 2	475217	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	
DAPS-PHX	216814	1455 3	475220	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	
DAPS-PHX	216814	1497 4	475723	Saguaro Power Plant CT	-	-	-	-	-	-	-	-	-	-	-	-	
DAPS-PHX	216814	3003 7	65	Saguaro Power Plant	-	-	-	-	-	-	-	5,000	-	-	-	-	
DAPS-PHX	216814	3059 6	103659	Ocotillo Power Plt.	-	-	-	-	-	13,13 2	38,287	26,829	42,229	3,107	10,000	-	
DAPS-PHX	216814	3254 9	288295	West Phoenix Power Plant	41,622	38,265	43,870	61,895	66,44 5	73,80 6	61,707	67,563	44,280	76,867	43,302	36,888	
DAPS-PHX	216814	3479 5	475228	Saguaro Power Plt Turbine	-	-	-	-	-	-	-	-	-	-	-	-	
CONTRACT METER QUANTITY (CMQ(s))					41,622	38,265	43,870	61,895	66,44 5	86,93 8	99,994	99,392	86,509	79,974	53,302	36,888	

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, El Paso reserves the right to deliver quantities at pressures up to the MAOP of that facility.
Ex. A-3

Agreement No. FT3HX000-FT1EPNG

EXHIBIT B
To The
Firm Transportation Service Agreement
Rate Schedule FT-1
between
EL PASO NATURAL GAS COMPANY, L.L.C. ~~(Transporter)~~
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: ~~May 1, 2017~~ October 16, 2023

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective-Dates	Reservation-Rate-1/	Usage-Rate-1/	Fuel-/2	Surcharges-3/
As Listed in Exhibit-A	As Listed in Exhibit-A	May 1, 2017 – December 31, 2024	(1a)	-	-	-

Primary-and Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary-and Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective-Dates	Reservation-Rate-1/	Usage-Rate-1/	Fuel-/2	Surcharges-3/
BLANCO DAGMOJ	216748 467235	DAPS-PHX	216814	May 1, 2017 – December 31, 2024	(1a)	-	-	-

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Effective-Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Authorized Overrun 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, 2025 – December 31, 2034</u>	<u>(1a)</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2035 – December 31, 2039</u>	<u>(1b)</u>
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2040 – December 31, 2052</u>	

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

~~1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and
— shall not be subject to the applicable maximum recourse or minimum FT-1 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this
— Agreement. The reservation rate shall be \$12.0146 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to
— rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FT-1 reservation rate, Shipper will pay that lower rate. The lower
— rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective for the remainder of this
— Agreement beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.~~

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

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

Agreement No. FT3HX000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 16, 2023

Ex. B-1

<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>Point Identification Number (PIN)</u>	<u>Effective Dates</u>	<u>Reservation Rate 1/</u>	<u>Usage Rate 1/</u>	<u>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3</u>
---	--	--	--	------------------------	--------------------------------	--------------------------	---	----------------	---------------------

<u>STML ANA</u>	<u>302344</u>	<u>All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time</u>		<u>January 1, 2025 –</u>	<u>(1a)</u>
<u>STML PER</u>	<u>302346</u>			<u>December 31, 2034</u>	
<u>STML SJN</u>	<u>302347</u>				
<u>STML ANA</u>	<u>302344</u>	<u>All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time</u>		<u>January 1, 2035 –</u>	<u>(1b)</u>
<u>STML PER</u>	<u>302346</u>			<u>December 31, 2039</u>	
<u>STML SJN</u>	<u>302347</u>				
<u>STML ANA</u>	<u>302344</u>		<u>INORBAJA</u>	<u>301693</u>	<u>(1c)</u>
<u>STML PER</u>	<u>302346</u>			<u>January 1, 2040 –</u>	
<u>STML SJN</u>	<u>302347</u>			<u>December 31, 2052</u>	

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s): the rate equal to the maximum Arizona reservation rate for Rate Schedule FT-1 set forth in Transporter's Tariff (as that rate may change for time to time).
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Agreement No. FT39H000-FT1EPNG

Firm Transportation Service Agreement

Rate Schedule FT-1

~~b~~Between

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

~~a~~And

ARIZONA PUBLIC SERVICE COMPANY

Dated: ~~June 1, 2013~~October 17, 2023

Agreement No. FT39H000-~~FT1EPNG~~

Transportation Service Agreement

Rate Schedule FT-1

Dated: ~~June 1, 2013~~ October 17, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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 ~~in this Agreement~~ and not otherwise defined in this Agreement ~~elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same. ~~**Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall utilize a Flow Path and shall be transported on a firm basis in accordance with the Tariff. Receipt and delivery of quantities at alternate receipt point(s) and/or alternate delivery point(s) shall be in accordance with the Tariff.

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

Agreement No. FT39H000-FT1EPNG

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

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
19,000	January - March
22,500	April and May
27,000	June
31,500	July - September
29,000	October
23,000	November
19,000	December

11. **Term of Firm Transportation Service:** Beginning: June 1, 2013
Ending: December 31, 2051

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

9. ~~**Term of Agreement:** EPNG will file with the FERC for its acceptance and/or approval, this Agreement, a Letter Agreement, Contract No. FT39D000, Contract No. FT39E000, and Contract No. H822E000 and amended Contract Nos. FT24T000 and OA22X000 (collectively referred to as "the Letter Agreement and the Contract Package"). Following FERC's acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.~~

Agreement No. FT39H000

~~This Agreement shall terminate on December 31, 2024.~~

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

10. ~~**Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties: Agreement No. FT24W000 originally dated June 1, 2006 and last amended and restated by agreement dated July 1, 2009.~~

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

TCD (Dth/d)	Time Period
19,000	January - March
22,500	April and May
27,000	June
31,500	July - September
29,000	October
23,000	November
19,000	December

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

To Shipper:

ARIZONA PUBLIC SERVICE COMPANY
400 N. 5th St., ~~reet~~, M-S: 9831
Phoenix, AZ 85072-399904
Attn: APS Fuel Procurement ~~Kenneth Nordlander~~ (Notices and Invoices)

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

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

13. **Effect on Prior Agreement(s):** This agreement will amend the following agreement between the Parties with the changes to be effective on January 1, 2025: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. FT39H000-FT1EPNG, originally dated on June 1, 2013.

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.)

15. ~~Upon the effective date of this Agreement,~~ Shipper agrees ~~for now and forever,~~ that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply now or in the future to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply ~~now or in the future~~ to this Agreement or to

| any other agreement ~~that is or may be~~ held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. FT39H000-FT1EPNG

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

~~-to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.~~

ARIZONA PUBLIC SERVICE COMPANY

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

Accepted and agreed to this

Accepted and agreed to this

____ day of _____, 2023. _____ day of _____, 2023.

By _____ By _____

Name _____ Will W. Brown
Director of Marketing

Title _____

Date _____ Date _____

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ARIZONA PUBLIC SERVICE COMPANY
 (Shipper)
 Dated: ~~September 21, 2022~~ October 17, 2023

Shipper's Transportation Contract Demand: See ¶11
 Effective Dates: ~~October 1, 2022 – October 31, 2022~~

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/ -											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	300724	DAPS-YUM	330458	NS3										185		
BONDADST	300724	DAPS-PHX	300777	NS3												
KEYSTONE	302132	DAPS-YUM	330458	SS1										6,000		
KEYSTONE	302132	DAPS-PHX	300777	SS1										22,815		
WAHA	302404	DAPS-YUM	330458	SS1												
WAHA	303404	DAPS-PHX	300777	SS1												
TRANSPORTATION CONTRACT DEMAND														29,000		

Ex. A-1

~~Agreement No. FT39H000-FT1EPNG
 EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: September 21, 2022~~

~~Shipper's Transportation Contract Demand: See ¶11
 Effective Dates: November 1, 2022 – December 31, 2024~~

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/ -											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	300724	DAPS YUM	330458	NS3	14,349	16,329	14,194	5,373	9,353	280	151	4,052	448	185	17,651	19,000
KEYSTONE	302132	DAPS YUM	330458	SS1	4,651	2,671	-	11,089	5,228	1,715	15,300	22,489	4,449	28,815	2,690	-
WAHA	302404	DAPS YUM	330458	SS1	-	-	4,806	6,038	7,919	25,005	16,049	4,959	26,603	-	2,659	-
TRANSPORTATION CONTRACT DEMAND					-	-	19,000	19,000	19,000	22,500	22,500	27,000	31,500	31,500	29,000	19,000

Ex. A-2

~~Agreement No. FT39H000-FT1EPNG~~
~~EXHIBIT A~~
~~To The~~
~~Firm Transportation Service Agreement~~
~~Rate Schedule FT-1~~
~~between~~
~~El Paso Natural Gas Company, L.L.C.~~
~~and~~
~~Arizona Public Service Company (Shipper)~~
~~Dated: September 21, 2022~~
~~Effective Dates: October 1, 2022 – October 31, 2022~~

Contract Meter Quantity (CMQ(s)) 2/																	
Primary Delivery PIN Name	Del PIN	Meter No.	Description	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DAPS YUM	330458	330458	APS YUMA										6,185			225	242
DAPS PHX	300777	314553	REDHAWK DELIVERY POINT										22,815			525	
CONTRACT METER QUANTITY (CMQ(s))													29,000				

Ex. A-3

~~Agreement No. FT39H000-FT1EPNG~~

~~EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-4
between
El Paso Natural Gas Company, L.L.C.
and
Arizona Public Service Company (Shipper)
Dated: September 21, 2022~~

~~Effective Dates: November 1, 2022 – December 31, 2024~~

Primary Delivery Pin Name	Del PIN	Meter No.	Description	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DAPS YUM	330458	330458	APS YUMA	225	242

~~1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand~~

~~2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for the~~

~~3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing for the point(s) listed above, provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP for the point(s) listed above.~~

Ex. A-4

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2025 - December 31, 2051

					Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		

Issued on: November 30, 2023

Effective on: January 1, 2025

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
BONDADST	300724	DAPS YUM	330458	NS3	14.349	16.329	14.194	5.373	9.353	280	151	4.052	448	185	17.651	19.000	225	242
KEYSTONE	302132	DAPS YUM	330458	SS1	4.651	2.671		11.089	5.228	1.715	15.300	22.489	4.449	28.815	2.690		225	242
WAHA	302404	DAPS YUM	330458	SS1			4.806	6.038	7.919	25.005	16.049	4.959	26.603		2.659		225	242
TRANSPORTATION CONTRACT DEMAND					19,000	19,000	19,000	22,500	22,500	27,000	31,500	31,500	31,500	29,000	23,000	19,000		

Notes:

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

Agreement No. FT39H000-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
ARIZONA PUBLIC SERVICE COMPANY
 (Shipper)
 Dated: ~~September 21, 2022~~ October 17, 2023

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As Listed in Exhibit A	As Listed in Exhibit A	October 1, 2022 — December 31, 2024	(1a)	-	-	-

Alternate Receipt Point(s)/Location(s)	Alternate Delivery Point(s)/Location(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
302346-STML-PER 302347-STML-SJN 300704-ANADARKO	300777-DAPS-PHX 330458-DAPS-YUM	See ¶ 19	(1a)	-	-	-

~~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, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FT-1 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$12.0146 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.~~

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

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

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

Ex. B-1

<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>Authorized Overrun 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, 2025 – December 31, 2034</u>	<u>(1a)</u>				
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2035 – December 31, 2039</u>	<u>(1b)</u>				
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2040 – December 31, 2051</u>					

Agreement No. FT39H000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

<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>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3</u>
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2025 – December 31, 2034	(1a)				
STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time	January 1, 2035 – December 31, 2039	(1b)				

Agreement No. FT39H000-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

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

Dated: October 17, 2023

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 \$13.9917 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$14.2958 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 Eligible Alternate Point described above in the second table for Primary and Alternate Delivery Points in this Exhibit B, 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.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

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

Agreement No. H822E000-FH8EPNG

Firm Hourly Transportation Service Agreement
Rate Schedule FT-H

Between

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

aAnd

ARIZONA PUBLIC SERVICE COMPANY

(Shipper)

Dated: May 1, 2017October 16, 2023

Agreement No. H822E000-FH8EPNG

Firm Hourly Transportation Service Agreement

Rate Schedule FT-H

Dated: ~~May 1, 2017~~October 16, 2023

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

1. **Transporter:** EL PASO NATURAL GAS COMPANY, L.L.C.
2. **Shipper:** 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 ~~in this Agreement~~ and not otherwise defined in this Agreement~~elsewhere~~ have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
4. ~~**Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of Rate Schedule FT-H and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.~~
5. **Firm Hourly Transportation Service:** 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.
67. **Rates and Surcharges:** As set forth in Exhibit B, Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT-H and Section 4.17 or Section 4.18 of the ~~General Terms and Conditions~~GT&C.

| 87. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

| 89. **Negotiated Rate ~~Agreement~~:** Yes X No

|

Agreement No. H822E000-FH8EPNG

10. Transportation Contract Demand ("TCD"):

<u>TCD</u> <u>(Dth/d)</u>	<u>Time Period</u>
25,500	January – March
15,250	April
30,500	May – September
15,250	October
25,500	November - December

9. ~~**Term of Agreement:** EPNG will file with the FERC for its acceptance and/or approval this Agreement, a Letter Agreement, Contract No. FT39D000, Contract No. FT39E000, and Contract No. FT39H000 and amended Contract Nos. FT24T000 and OA22X000 (collectively referred to as "the Letter Agreement and the Contract Package"). Following FERC's acceptance and/or approval of the Letter Agreement and the Contract Package in their entirety and without modification or condition, this Agreement shall become effective on the later of 1) the first day of the month following such acceptance and/or approval, or 2) June 1, 2013. In the event FERC approves and/or accepts the Letter Agreement and/or one or more of the agreements comprising the Contract Package subject to modification and/or condition, the Parties shall confer for up to ten (10) business days from the date of the FERC order to determine whether both Parties agree to such modification(s) and/or condition(s). If both Parties agree to such modification(s) and/or condition(s), EPNG will notify FERC of such acceptance and this Agreement will become effective the first day of the month following such notification. If such modification(s) and/or condition(s) is/are not acceptable to both Parties, this Agreement will not become effective unless and until FERC approves and/or accepts the Letter Agreement and the Contract Package without modification and/or condition.~~

Agreement No. H822E000

~~11. Term of Firm Transportation Service: Beginning: June 1, 2013
Ending: December 31, 2050~~

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

~~This Agreement shall terminate on December 31, 2023.~~

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

~~10. **Effect on Prior Agreement(s):** When this Agreement becomes effective, it shall amend and restate the following agreement(s) between the Parties: Agreement No. H822E000 originally dated June 1, 2013.~~

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

TCD (Dth/d)	Time Period
25,500	January – March
15,250	April
30,500	May – September
15,250	October
25,500	November – December

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

To Shipper:

ARIZONA PUBLIC SERVICE COMPANY

400 N. 5th Street, M.S. 9831

Phoenix, AZ 85072-399904

Attn: APS Fuel Procurement ~~Ken Nordlander~~ (Notices and Invoices)

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 January 1, 2024: The Firm Hourly Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. H822E000-FH8EPNG, last amended on May 1, 2017.~~

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

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

15. ~~Upon the effective date of this Agreement,~~ Shipper agrees ~~for now and forever,~~ that Article XI of the 1996 Settlement Stipulation and Agreement ("1996 Settlement") in FERC Docket No. RP95-363, and any and all rights and obligations under Article XI of the 1996 Settlement, shall not apply ~~now or in the future~~ to Shipper. Article XI and any and all rights and obligations under Article XI, including without limitation any and all rights under Article 11.2(a) and 11.2(b), shall not apply ~~now or in the future~~ to this Agreement or to any other agreement ~~that is or may be~~ held at any time by Shipper, its assignees or successor-in-interests.

Agreement No. H822E000-FH8EPNG

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

~~to be executed in two original counterparts, by their duly authorized officers, the Day and Year first set forth herein.~~

ARIZONA PUBLIC SERVICE COMPANY

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

Accepted and agreed to this

Accepted and agreed to this

____ day of _____, 2023.

____ day of _____, 2023.

By _____

By _____

Name _____

Will W. Brown
Director of Marketing

Title _____

Date _____

Date _____

Agreement No. H822E000-FH8EPNG

EXHIBIT A
To The
Firm Hourly ~~Firm~~ Transportation Service Agreement
Rate Schedule FT-H
between
EL PASO NATURAL GAS COMPANY, L.L.C. ~~(Transporter)~~
and
ARIZONA PUBLIC SERVICE COMPANY
(Shipper)
Dated: ~~May 1, 2017~~ October 16, 2023

~~Effective Dates: See ¶9~~

Primary Receipt Point(s) / Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Primary Delivery Point(s) / Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Flow Path	Maximum Quantity – D-Code (Dth/d) 1/ -											
					January	February	March	April	May	June	July	August	September	October	November	December
BLANCO	216748	DAPS-PHX	216814	CC1	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
KEYSTONE	216750	DAPS-PHX	216814	SS1	13,953	17,138	13,956	5,325	8,848	2,072	-	3,901	296	500	17,574	22,299
TRANSPORTATION CONTRACT DEMAND					25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500

Shipper's Transportation Contract Demand: See Paragraph 11

Ex. A-1

Agreement No. H822E000
EXHIBIT A
To The
Hourly Firm Transportation Service Agreement
between
El Paso Natural Gas Company, L.L.C. (Transporter)
and Arizona Public Service Company (Shipper)
Dated: May 1, 2017

Effective Dates: May 1, 2017 through the Day before the in-service date of the upgraded Ocotillo meter

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/
					January	February	March	April	May	June	July	August	September	October	November	December	
DAPS PHX	216814	14551	475722	Sundance Power Plant Delivery	-	-	-	-	-	-	-	-	-	-	-	-	550
DAPS PHX	216814	14552	475217	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	525
DAPS PHX	216814	14553	475220	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	525
DAPS PHX	216814	14971	475723	Saguaro Power Plant CT	-	-	-	-	-	-	-	-	-	-	-	-	400
DAPS PHX	216814	20566	318	Ocotillo Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	250
DAPS PHX	216814	30037	65	Saguaro Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	250
DAPS PHX	216814	30596	103659	Ocotillo Power Plt.	4,928	2,080	7,904	-	20,500	12,500	18,500	20,000	13,471	4,548	8,856	7,944	250
DAPS PHX	216814	32549	288295	West Phoenix Power Plant	20,572	23,420	17,596	15,250	10,000	18,000	12,000	10,500	17,029	10,702	16,644	17,556	490
DAPS PHX	216814	34795	475228	Saguaro Power Plt Turbine	-	-	-	-	-	-	-	-	-	-	-	-	250
CONTRACT METER QUANTITY (CMQ(s))					-	25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	15,250	25,500	25,500	-

Effective Dates: The in-service date of the upgraded Ocotillo meter through December 31, 2023

Primary Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Meter No.	Meter Loc Code(s)	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
					January	February	March	April	May	June	July	August	September	October	November	December		
DAPS PHX	216814	145 51	475722	Sundance Power Plant Delivery	-	-	-	-	-	-	-	-	-	-	-	-	550	940
DAPS PHX	216814	145 52	475217	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	525	-
DAPS PHX	216814	145 53	475220	Redhawk Delivery Point	-	-	-	-	-	-	-	-	-	-	-	-	525	-
DAPS PHX	216814	149 74	475723	Saguaro Power Plant CT	-	-	-	-	-	-	-	-	-	-	-	-	400	-
DAPS PHX	216814	300 37	65	Saguaro Power Plant	-	-	-	-	-	-	-	-	-	-	-	-	250	268
DAPS PHX	216814	305 96	103659	Ocotillo Power Plt.	4,928	2,080	7,904	-	20,500	12,500	18,500	20,000	13,471	4,548	8,856	7,944	400	-
DAPS PHX	216814	325 49	288295	West Phoenix Power Plant	20,572	23,420	17,596	15,250	10,000	18,000	12,000	10,500	17,029	10,702	16,644	17,556	490	-
DAPS PHX	216814	347 95	475228	Saguaro Power Plt Turbine	-	-	-	-	-	-	-	-	-	-	-	-	250	-
CONTRACT METER QUANTITY (CMQ(s))					25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500	-	-

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: January 1, 2024 - December 31, 2050

					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
BLANCO	300714	DAPS PHX	300777	CC1	11,547	8,362	11,544	9,925	21,652	28,428	30,500	26,599	30,204	14,750	7,926	3,201
KEYSTONE	302132	DAPS PHX	300777	SS1	13,953	17,138	13,956	5,325	8,848	2,072		3,901	296	500	17,574	22,299
TRANSPORTATION CONTRACT DEMAND					25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500

				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/

Primary Delivery PIN Name	Del PIN	Meter No.	Description	Contract Meter Quantity (CMQ(s)) 2/												Delivery Pressure (p.s.i.g) Not less than 3/	Delivery Pressure (p.s.i.g) Not greater than 3/
				Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
DAPS PHX	300777	314551	APS/EPNG SUNDANCE ENERGY POWER PLAN													550	940
DAPS PHX	300777	314552	APS/EPNG REDHAWK POWER PLANT #1 MAR													525	
DAPS PHX	300777	314553	APS/EPNG REDHAWK POWER PLANT #2 MAR													525	
DAPS PHX	300777	314971	APS/EPNG SAGUARO POWER PLANT PINAL													400	
DAPS PHX	300777	330037	APS/EPNG SAGUARO POWER PLANT (HIGH													250	268
DAPS PHX	300777	330596	APS/EPNG OCOTILLO POWER PLANT (HIGH	4,928	2,080	7,904		20,500	12,500	18,500	20,000	13,471	4,548	8,856	7,944	400	
DAPS PHX	300777	332549	APS/EPNG WEST PHOENIX POWER PLANT M	20,572	23,420	17,596	15,250	10,000	18,000	12,000	10,500	17,029	10,702	16,644	17,556	490	
DAPS PHX	300777	334795	APS/EPNG SAGUARO POWER PLANT (LOW F													250	
CONTRACT METER QUNATITY (CMQ(s))				25,500	25,500	25,500	15,250	30,500	30,500	30,500	30,500	30,500	15,250	25,500	25,500		

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.

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

Ex. A-2

Agreement No. H822E000-FH8EPNG

EXHIBIT B
 To The
~~Firm~~ Hourly ~~Firm~~ Transportation Service Agreement
Rate Schedule FT-H
 between
EL PASO NATURAL GAS COMPANY, L.L.C. ~~-(Transporter)~~
 and
ARIZONA PUBLIC SERVICE COMPANY
 (Shipper)
 Dated: ~~May 1, 2017~~ October 16, 2023

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

Alternate Receipt Point(s)/ Location(s) (Scheduling Code(s))	Receipt Loc Code(s)	Alternate Delivery Point(s)/ Location(s) (Scheduling Code(s))	Delivery Loc Code(s)	Effective-Dates	Reservation Rate 1/	Usage-Rate 1/	Fuel 2/	Surcharges 3/
STML-PER STML-SJN ANADARKO	216824 216822 216749	DAPS-PHX DAPS-YUM	216814 1115	See ¶9	(1a)	-	-	-

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

~~1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FTH-8 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$20.9875 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FTH-8 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum recourse or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse rate becomes effective for all shippers.~~

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

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

Ex. B-1

<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>Authorized Overrun 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, 2024 – December 31, 2033</u>	<u>(1a)</u>				
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2034 – December 31, 2038</u>	<u>(1b)</u>				
<u>As listed in Exhibit A</u>	<u>As listed in Exhibit A</u>	<u>January 1, 2039 – December 31, 2050</u>					

<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>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
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<u>STML ANA</u>	<u>302344</u>	<u>All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time</u>	<u>January 1, 2024 – December 31, 2033</u>	<u>(1a)</u>				
<u>STML PER</u>	<u>302346</u>							
<u>STML SJN</u>	<u>302347</u>							
<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>Authorized Overrun Rate 1/</u>	<u>Fuel 2/</u>	<u>Surcharges 3/</u>
<u>STML ANA</u>	<u>302344</u>	<u>All Delivery Points to which the Arizona rates apply as those points may change 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 as that provision may be changed or relocated from time to time</u>	<u>January 1, 2034 – December 31, 2038</u>	<u>(1b)</u>				
<u>STML PER</u>	<u>302346</u>							
<u>STML SJN</u>	<u>302347</u>							

Notes:

1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-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 \$23.4209 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") described above in the first table for Primary and Alternate Delivery Points in this Exhibit B, 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 \$24.0292 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 Eligible Alternate Point described above in the second table for Primary and Alternate Points in this Exhibit B, 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.

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.